

File No. 230060

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date February 8, 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)

- PLN Notice of Final Approval SB35 Project 6/3/2021
- Accelerator Tier 2 Guidelines 2/28/2022 as Amended
- MOHCD Presentation 2/8/2023
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date February 2, 2023

Completed by: Brent Jalipa Date _____

1 [Standard Agreement - California Department of Housing and Community Development -
2 California Housing Accelerator Program - The Kelsey Civic Center - \$37,334,401]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development, on**
4 **behalf of the City and County of San Francisco, to execute a Standard Agreement and**
5 **other related documents with the State of California Department of Housing and**
6 **Community Development (“HCD”) under the California Housing Accelerator Program**
7 **which Standard Agreement includes an award of \$37,334,401 as a loan to The Kelsey**
8 **Civic Center, L.P. (“Developer”), as sole borrower, for construction of a development**
9 **affordable to low- and moderate-income households at The Kelsey Civic Center,**
10 **located at 240 Van Ness Avenue, for a term of five years to commence upon execution**
11 **of the Standard Agreement by HCD.**

12
13 WHEREAS, The Kelsey Civic Center, L.P., a California limited partnership
14 (“Developer”), requested the City and County of San Francisco (the “City”), acting by and
15 through the Mayor’s Office of Housing and Community Development (“MOHCD”), to be a joint
16 applicant for State of California Department of Housing and Community Development’s (HCD)
17 California Housing Accelerator Program funding for its 112-unit, 100% affordable housing
18 project, ground floor Disability Community Cultural Center (the “Project”) identified as The
19 Kelsey Civic Center (the “Kelsey Civic Center”); in the Agreement for the Exchange and
20 Conveyance of Real Estate (File No. 210118); and

21 WHEREAS, The Project consists of a 112-unit new construction development, which
22 includes 2 units for onsite managers, 28 units reserved for people with disabilities who use
23 home and community-based services restricted at or below 50% City Median Income, and 82
24 units set aside for households with incomes at 50% and 80% City Median Income; and

1 WHEREAS, On June 3, 2021, by Notice of Final Approval of an SB 35 Project, the
2 Planning Department by Case No. 2020-010648PRJ determined that the development of the
3 Project met all the standards of the Planning Code and would be eligible for ministerial
4 approval under the California Government Code, Section 65913.4 (Senate Bills 35 and 765),
5 California Public Resources Code, Section 21080, and the CEQA Guidelines, Sections
6 15002(i)(1), 15268 and 15369, and would therefore not be subject to the California
7 Environmental Quality Act (“CEQA”); a copy of the Notice of Final Approval of an SB 35
8 Project is on file with the Clerk of the Board of Supervisors in File No. 220060, and is
9 incorporated herein by reference; and

10 WHEREAS, HCD issued the Tier II Project Solicitation and Guidelines (“NOFA”) dated
11 February 28, 2022, amended May 5, 2022, and amended August 31, 2022, establishing the
12 California Housing Accelerator Program (the “Program”); and

13 WHEREAS, The Developer is an Eligible Applicant/Sponsor under the Program; and

14 WHEREAS, The Developer’s and the City’s application was successful and the parties
15 were notified on September 6, 2022 (the “HCD Award”); and

16 WHEREAS, The HCD Award requires the Developer and the City, acting by and
17 through MOHCD, to enter into a Standard Agreement and for the Developer, as the sole
18 borrower (with no funds going to the City and all funds going to the Developer as the sole
19 borrower), to enter into a loan in the amount of \$37,334,401 for the development and
20 construction of the Kelsey Civic Center; now, therefore, be it

21 RESOLVED, That the Board of Supervisors approves and authorizes the MOHCD on
22 behalf of the City, in consultation with the City Attorney, to enter into, execute, and deliver a
23 Standard Agreement in an amount of \$37,334,401 which amount is in the form of a loan to the
24 Developer, and any and all other documents required or deemed necessary or appropriate to
25 participate in the Program, and all amendments thereto, under terms and conditions approved

1 by the City Attorney providing that Program funds are to be used for allowable expenditures in
2 accordance with the NOFA and Program Guidelines and Application Package; and, be it

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

5 FURTHER RESOLVED, That within thirty (30) days of the Standard Agreement being
6 fully executed by all parties, MOHCD (or its designee) shall provide the final Standard
7 Agreement to the Clerk of the Board for inclusion into the official file; and, be it

8 FURTHER RESOLVED, That the Board of Supervisors acknowledges and agrees that
9 the City, acting by and through MOHCD, shall be subject to the terms and conditions specified
10 in the Standard Agreement, and that the Solicitation and the Standard Agreement will be
11 incorporated in the Standard Agreement by reference and made a part thereof; any and all
12 activities, expenditures, information, and timelines represented in the Application are
13 enforceable through the Standard Agreement; funds are to be used for the allowable
14 expenditures, uses, and activities identified in the Standard Agreement; and, be it

15 FURTHER RESOLVED, That the Director of MOHCD, or his designee, is hereby
16 authorized to execute the Standard Agreement on behalf of the Public Entity.

17

18 Recommended:

19

20

21 _____/s/_____

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

24

25



THE KELSEY CIVIC CENTER

- 240 VAN NESS AVE. -

BUDGET AND FINANCE
COMMITTEE
FEBRUARY 8, 2023

ANNE ROMERO, SENIOR PROJECT MANAGER
MAYOR'S OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT

1

File #230063
City Ground Lease and Loan

- 1) Ground Lease for initial term of 74 yrs. plus option to extend and \$15,000 Annual Base Rent and
- 2) MOHCD Loan Agreement up to \$24.7M including bridge loan of \$1 million for FHLB AHP

2

File #230060
State Accelerator Loan

Authorization to execute a Standard Agreement from HCD for a State Accelerator Loan in the amount of \$37.3 million

3

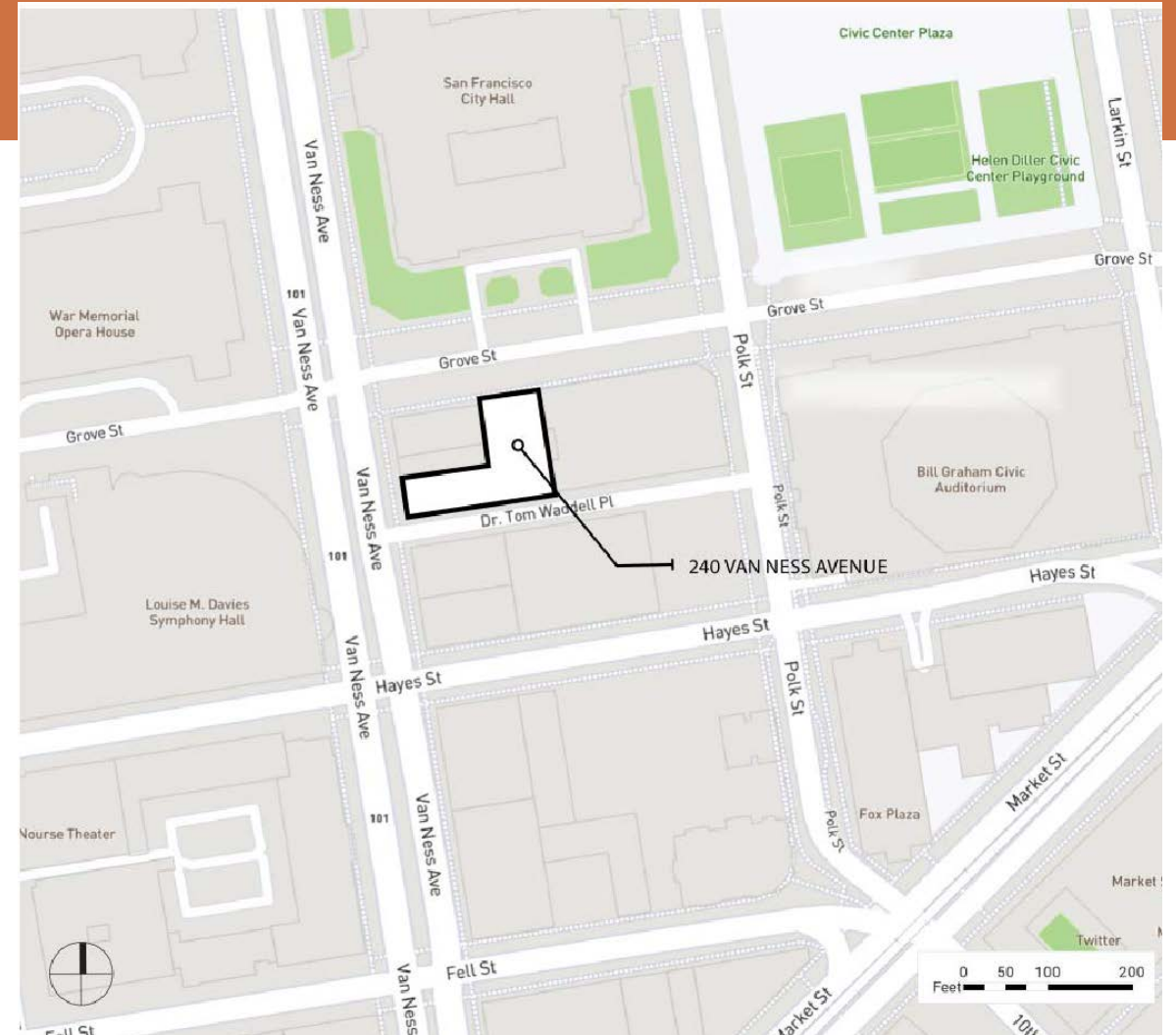
Item #230064
State AHSC Grant and Loan

- 1) Accept and Expend AHSC Grant and authorization to execute a Standard Agreement in the amount of \$9,269,952 for bike / pedestrian improvements by SFMTA, and
- 2) Authorization to execute a Standard Agreement for AHSC Loan in the amount of \$20,000,000 for the housing

HISTORY OF THE KELSEY CIVIC CENTER

240 Van Ness Avenue

- 2016 – The Kelsey was selected as best applicant under the Department of Real Estate Reinventing Cities design competition organized by C40
- 2019 – The Kelsey and Mercy Housing California selected as joint developers in second phase of C40 competition
- 2020 – Agreement to exchange a portion of City owned real property with an adjacent property to create a more developable City-owned parcel
- 2021 – MOHCD Predevelopment Loan closed
- 2021-2023 – Financing commitments obtained from California State Department of Housing & Community Development from AHSC and Accelerator programs to fund housing and neighborhood transit improvements
- 2022 – MOHCD Permanent Loan financing approved by Citywide Affordable Housing Loan Committee





PROPOSED PROJECT

- 112 affordable units including:
 - Inclusive community for people with and without disabilities, based on design and services best-practices
 - 28 units for people with disabilities who are eligible to receive Home and Community Based Services
 - 2 resident manager units
- Disability Community Cultural Center in collaboration with Department of Disability and Aging Services (DAS)
 - 1,400 square feet center to celebrate Disability culture, community, and pride; advance Disability justice.
 - Will face City Hall on Grove Street
 - Tenant improvements and operations to be funded by DAS
- State AHSC Grant will contribute to Neighborhood Transit / Bike / Ped improvements by SFMTA
 - Folsom Streetscape Project between 2nd & 11th
 - Transit boarding islands and bus pads on Folsom from 3rd Street to 11th Street
 - Mission Street bus bulb at Mission & 4th Street and transit only lanes on Mission Street from 10th Street to 5th Street

PERMANENT FINANCING

Total Development Costs of \$88.5M

- MOHCD \$23.7M
- FHLB AHP \$1M
- HCD AHSC \$20M
- HCD Accelerator \$37.3M
- DDS / GGRC \$1M
- Sponsor Loan \$2.9M
- Permanent Loan \$1.6M
- Deferred Interest \$1M

TIMELINE

- Housing Construction Start – March 2022
- Project completion – December 2024
- Lease up Complete – April 2025





MICAELA CONNERY – FOUNDER AND CEO – THE KELSEY

DOUGLAS SHOEMAKER – PRESIDENT – MERCY HOUSING CALIFORNIA

FIONA RUDDY – PROJECT MANAGER – MERCY HOUSING CALIFORNIA

ARIANA CERNIUS – SENIOR PROJECT MANAGER – THE KELSEY

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-ACC-17494

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

Mercy Housing California, City and County of San Francisco, Mercy Housing Calwest, The Kelsey, The Kelsey Civic Center LLC, and The Kelsey Civic Center, L.P.

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Five (5) Years from the Effective Date

3. The maximum amount of this Agreement is:

\$37,334,401.00

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	8
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	State of California General Terms and Conditions	14
Exhibit E	Special Conditions	3
TOTAL NUMBER OF PAGES ATTACHED		27

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

The Kelsey Civic Center, L.P.

A California limited partnership

By: Mercy Kelsey Civic Center LLC
a California limited liability company

Its: Managing General Partner

By: Mercy Housing Calwest
a California nonprofit public benefit corporation

Its: Sole Member/Manager

By: Mercy Housing California
a California nonprofit public benefit corporation

By: _____ Date: _____

Barbara Gualco
Vice President

Draft

Address:

1256 Market Street
San Francisco, CA 941

The Kelsey Civic Center LLC

a California limited liability company

By: The Kelsey
a California nonprofit public benefit corporation

Its: Co-General Partner

By: _____ Date: _____

Micaela Connery
Chief Executive Officer

Address:

1460 Mission Street
San Francisco, CA 94103

CONTRACTOR

City and County of San Francisco
a California Government City and County

By: _____ Date: _____

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

Address:

1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Prep Date: 01/12/2023

Draft

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

California Assembly Bill No. 140 (Chapter 111, Statutes of 2021) (“**AB 140**”) created the statutory basis for the California Housing Accelerator by adding Chapter 6.6 (commencing with Section 50672) to Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code section 50672.3 authorizes the Department of Housing and Community Development (“**Department**” or “**HCD**”) to adopt guidelines to administer this new chapter.

The Department issued a California Housing Accelerator Tier 2 Project Solicitation and Guidelines on February 28, 2022, which was subsequently amended on May 5, 2022 and August 31, 2022 (collectively, “**Project Solicitation**”). This Project Solicitation serves as the Department’s guidelines for administration of the California Housing Accelerator.

California Housing Accelerator funds are derived from the federal Coronavirus State Fiscal Recovery Fund (“**CSFRF**”), which was established by the American Rescue Plan Act of 2021 (“**ARPA**”) (Pub.L. No. 117-2). Through the 2021-22 California state budget, the funds have been allocated to the California Housing Accelerator. Additional State funds have been allocated to the California Housing Accelerator through the 2022-2023 California state budget.

This STD 213, Standard Agreement (“**Agreement**”) is entered under the authority and in furtherance of the California Housing Accelerator. This Agreement is the result of an application by the Sponsor(s) for California Housing Accelerator funding (the “**Application**”). As such, this Agreement shall be executed by all Sponsors. Where the Sponsor comprises more than one entity, all Co-Sponsor entities shall execute and be bound by the Agreement.

This Agreement hereby incorporates by reference the Application in its entirety, as well as the project report prepared by the Department in reliance on the representations and descriptions included in that Application (the “**Accelerator Project Report**”). This Agreement is governed by the following legal authorities and materials, as amended and in effect from time to time (collectively, the “**California Housing Accelerator Requirements**”), and each of them is incorporated hereto as if set forth in full herein:

- A. Chapter 6.6 (commencing with Section 50672) of Part 2 of Division 31 of the Health and Safety Code;
- B. Health and Safety Code section 50406;
- C. The Project Solicitation;
- D. ARPA and related federal guidance;
- E. The award letter issued by the Department to the Sponsor(s); and
- F. All other applicable law.

2. Purpose

The California Housing Accelerator is intended to expedite the construction and production of Qualified Rental Housing Developments, as defined below, that are unable to proceed due to the short supply of tax credit and bond allocations.

The Department will provide California Housing Accelerator assistance in the form of a forgivable permanent financing loan (the “**Loan**”).

Sponsor(s) applied to the Department for the Loan, which will be expended on Eligible Uses, as defined in Paragraph 3 and as outlined in Paragraph 4 below. By entering into this Agreement and thereby accepting the award of the Loan, the Sponsor(s) agrees to comply with the California Housing Accelerator Requirements and the terms and conditions of this Agreement.

3. Definitions

Any capitalized terms that are not defined below have the definitions set forth in the California Housing Accelerator Requirements. In the event of any conflict, the definitions in this Agreement and the Project Solicitation are controlling.

- A. “**Application Fee**” means the refundable fee of \$40,000.00, which the Department charged per California Housing Accelerator application. This fee will be fully refunded if the Sponsor meets the Commencement of Construction Deadline, or if the Project obtains a tax credit allocation and the California Housing Accelerator funds are disencumbered prior to the Commencement of Construction Deadline.

- B. **“Assisted Unit”** means a Department-funded residential dwelling unit that is subject to rent, income, occupancy, and other restrictions in accordance with California Housing Accelerator Requirements.
- C. **“Borrower”** means the entity that incurs the obligation for the Loan that is subject to California Housing Accelerator Requirements.
- D. **“California Housing Accelerator Requirements”** means the legal authority and California Housing Accelerator materials listed at Paragraph 1 (A – F), above.
- E. **“CDLAC”** means the California Debt Limit Allocation Committee.
- F. **“Commencement of Construction Deadline”** means the date, no later than 180 days from the date of the award, by which construction shall have commenced on the Project, or that extended date, up to 90 days beyond the 180-day period, which was approved by the Department in its sole and absolute discretion and on the basis of conditions beyond the control of the Sponsor. This date is identified with specificity at Exhibit E of this Agreement. For purposes of this definition, “commencement of construction” means the first land-disturbing activity associated with a Project, including land preparation such as clearing, grading, and filling, or the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- G. **“Eligible Uses”** means the expenses that are categorized as reasonable project costs by the federal low-income housing tax credit program (e.g., reasonable reserves), as well as the construction loans that funded such expenses, and any other expenses allowed by the Department in its sole and absolute discretion.
- H. **“Existing HCD Loan Commitment”** means the Department’s direct loan commitment of funds to the Qualified Rental Housing Development that predated the Application for California Housing Accelerator funds, as well as the Department loan program making that commitment.
- I. **“Homeless Household” or “Household Experiencing Homelessness”** means a household that meets one of the (1) – (4) criteria set forth at California Code of Regulations, title 4, section 10315, subdivision (b), unless the Existing HCD Loan Commitment is based on a different definition of this or a similar term, in which case the definition associated with the Existing HCD Loan Commitment shall apply.

- J. “Local Public Entity”** is defined at Health and Safety Code section 50079, and means any county, city, city and county, the duly constituted governing body of an Indian reservation or rancheria, tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, and also includes any state agency, public district, or other political subdivision of the state, and any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accord with this Health and Safety Code definition, the term **“Local Public Entity”** also includes two or more local public entities acting jointly.
- K. “Performance Milestones”** means the indicators and metrics of progress and performance that are identified as such at Exhibit E of this Agreement. Sponsor’s failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise any and all available remedies, including the recapture of disbursed Loan funds and the cancellation of this Agreement.
- L. “Permanent Loan Conversion”** means the Project has leased up to a minimum of 90 percent occupancy for at least 30 days in accordance with the applicable Department funding requirements; the units have been leased to the appropriate or designated populations identified at Exhibit E, and they have met the terms and conditions of all Department funding awarded to the Project; and all construction period financing has been paid off or converted to permanent financing.
- M. “Permanent Loan Conversion Deadline”** means the date of November 30, 2026. This date is the disbursement and expenditure deadline for all California Housing Accelerator funds.
- N. “Project” or “Rental Housing Development”** means the following: (i) a “qualified low-income housing project,” as defined in Section 42(g) of the Internal Revenue Code (26 U.S.C. § 42(g)); or (ii) a Qualifying Infill Project, as defined under the Infill Incentive Grant Program of 2007 or the Infill Infrastructure Grant Program of 2019, that meets the requirements of those programs. A **“Project”** or **“Rental Housing Development”** must also be a **“Qualified Rental Housing Development.”**
- O. “Qualified Rental Housing Development”** is defined in accordance with Health and Safety Code section 50672.1, subdivision (e), and means a rental housing development that received an award letter from any qualifying multifamily housing

direct loan program administered by the Department, and that therefore has an Existing HCD Loan Commitment.

- P. **“Scope of Work”** or **“Work”** means the work to be performed by the Sponsor to accomplish the California Housing Accelerator purpose, as specified at Exhibit E.
- Q. **“Sponsor”** is defined in accordance with Health and Safety Code sections 50675.2 and 50669. When the Sponsor comprises two or more entities, the entities may be referred to, both individually and collectively, as the “Sponsor.” Each such entity may also be referred to individually as a **“Co-Sponsor.”** The Sponsor structure shall include any Local Public Entity that is a Co-Sponsor of the Existing HCD Loan Commitment; such Local Public Entity shall execute the Standard Agreement as a duly authorized Co-Sponsor prior to construction loan closing. The Sponsor entities shall be bound by the California Housing Accelerator Standard Agreement, and by each and every one of the California Housing Accelerator terms, conditions, and restrictions. On the STD 213 portion of this Agreement, the Sponsor is identified as the Contractor.
- R. **“TCAC”** means the California Tax Credit Allocation Committee.
- S. **“UMR”** means the Uniform Multifamily Regulations (Cal. Code Regs., tit. 25, § 8300 et seq.), effective November 15, 2017, and as subsequently amended.

4. **Eligible Uses**

Sponsor shall apply the Loan to Eligible Uses, as defined in Paragraph 3 of this Exhibit A. The Department reserves the right to disallow expenditures that do not constitute Eligible Uses, as determined by the Department in its sole and absolute discretion. The Department reserves the right, consistent with applicable law, to require its prior written approval of all reserve withdrawals, regardless of whether the reserve was required by the Department.

Sponsor’s use of the funds and Scope of Work are specified at Exhibit E of this Agreement.

5. **California Housing Accelerator Deadlines**

- A. The Project must commence construction no later than the Commencement of Construction Deadline, as specified at Exhibit E of this Agreement. The Department may, in its sole and absolute discretion, extend the Commencement

of Construction Deadline due to conditions beyond the control of the Sponsor, for a period not to exceed 90 days.

Failure to meet the Commencement of Construction Deadline, or any Department-approved extension, will result in the forfeiture of the Application Fee and the California Housing Accelerator award. Such failure will also cause the Department to assess negative points when scoring any future application by the Sponsor for Department funding. The foregoing penalties will not apply, however, if the Sponsor secures a CDLAC/TCAC allocation, and the California Housing Accelerator funds are disencumbered by the Commencement of Construction Deadline.

- B. Within seven (7) months of the award, the Sponsor shall submit documentary evidence to the Department that construction commenced by the Commencement of Construction Deadline. Sponsor shall make this showing as specified by Paragraph 7 of Exhibit A of this Agreement.
- C. The Loan proceeds shall be disbursed through permanent financing close of escrow and expended on Eligible Uses no later than the Permanent Loan Conversion Deadline of **November 30, 2026**. This Permanent Loan Conversion Deadline is derived from the federal expenditure deadline of December 31, 2026 for the CSFRF funds.

6. Performance Milestones

Sponsor shall complete each of the Performance Milestones set forth at Exhibit E of this Agreement by the date designated for such completion therein (each a “**Milestone Completion Date**”). The Performance Milestones shall include, but not be limited to, the Commencement of Construction Deadline, any deadlines for the submission of necessary documentary evidence, and any reporting deadlines.

Sponsor may apply to the Department for an extension of any such Milestone Completion Date. Approval of any such extension request, with the exception of the Commencement of Construction Deadline, shall be in the Department’s reasonable discretion. (The Department maintains sole and absolute discretion to approve an extension of the Commencement of Construction Deadline.) In no event will the Department approve an extension request in the absence of Sponsor’s demonstration of good cause for said extension, along with Sponsor’s reasonable assurances that the extension will not result in Sponsor’s failure to meet other Performance Milestones under this Agreement. In no event will the Department approve an extension of the Construction Commencement Deadline beyond the statutorily authorized 90 days.

7. Reporting Requirements

- A. Sponsor shall comply with all reporting requirements set forth at Section II.F.11 of the Project Solicitation and in this Agreement, all in accordance with any Milestone Completion Date(s) set forth at Exhibit E of this Agreement.
- B. After satisfaction of each Performance Milestone, the Sponsor shall promptly report its progress, in writing, to the Department.
- C. Within seven (7) months of the award, the Sponsor shall submit documentary evidence to the Department that construction commenced by the Commencement of Construction Deadline. If the Department extends the Commencement of Construction Deadline, as authorized, the Sponsor's deadline for submitting the foregoing documentary evidence shall be extended in the same increment as the extension of the Commencement of Construction Deadline. Qualifying forms of documentary evidence include the following:
 - 1) Recordation of a notice of commencement;
 - 2) Date- and time-stamped photographs;
 - 3) Physical inspection report; or
 - 4) Other documentation subject to the approval of the Department.

Failure to submit qualifying documentary evidence within the specified timeframes may result in forfeiture of the Application Fee, forfeiture of the award, and/or an assessment of negative points relative to any future application for Department funding.

8. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Program Manager for the California Housing Accelerator. Unless otherwise informed, Sponsor shall mail any notice, report, or other communication required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
California Housing Accelerator Program Manager
Division of State Financial Assistance – PDI Branch

P. O. Box 952054
Sacramento, CA 94252-2054

9. **Sponsor Contract Coordinator**

Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Sponsor Contract Coordinator at the address specified at Exhibit E of this Agreement.

DRAFT

EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. **Terms of Loan**

Sponsor has been awarded a permanent financing forgivable Loan in the amount set forth in this Agreement. The Loan will have an interest rate of 0 percent for 20 years. The 20-year term will commence on the date of recordation of the California Housing Accelerator Loan documents at Permanent Loan Conversion. There will be no residual receipts or periodic payment requirements during the life of the Loan.

The Loan will be forgiven by the Department at the end of the 20-year loan term if all of the following are true at that time, as determined by the Department in its sole and absolute discretion:

- A. Sponsor remains in good standing with the California Secretary of State and the Department;
- B. The Project is not in default under the terms of any of the Department's loan or grant documents for that Project; and
- C. Negative points have not been assessed against the Sponsor during the previous five (5) years in connection with any Department-assisted project.

The Loan shall be subject to repayment if, during the 20-year term, the Project is (i) converted to market-rate housing; or (ii) sold or refinanced with a distribution of net equity. The amount of any funds expended by the Department for the purposes of curing or averting a default will be added to the Loan amount secured by the Project payable to the Department upon demand.

2. **Disbursement**

At the time of the Project's permanent financing closing, all California Housing Accelerator Loan proceeds must be disbursed through an independent escrow/title company licensed to do business in the State of California. The Department shall prepare and submit escrow instructions to the escrow holder. The Department's escrow instructions will further detail the requirements for, and conditions to, the release of Loan proceeds to the Sponsor.

The Loan proceeds will be released through escrow upon the Sponsor's, or its assignee's, submittal of the STD 204, Payee Data Record, and the HCD 846, Request for Funds,

and, in all events, upon the Sponsor's satisfaction of the terms and conditions of this Agreement, all applicable California Housing Accelerator Requirements, and all applicable requirements of Department funding programs for this Project. The Department reserves the right to retain 10 percent of the approved Loan proceeds pending receipt and acceptance of the cost audit and any outstanding loan closing items.

3. Duplication of Benefit

Sponsor may not use California Housing Accelerator funding to cover expenditures that have already been funded through other permanent sources. Expenses that have been or will be reimbursed under any federal or state program are not Eligible Uses of California Housing Accelerator funding.

DRAFT

EXHIBIT D

CALIFORNIA HOUSING ACCELERATOR PROGRAM TERMS AND CONDITIONS

1. Effective Date, Term of Agreement, Timing, and Deadlines

- A. This Agreement, when fully executed by the Department and the Sponsor, is effective upon the date of the Department representative's signature on the STD 213, Standard Agreement (such date, the "**Effective Date**").
- B. This Agreement will terminate five (5) years after the Effective Date, as stated in Paragraph 2 of the STD 213, Standard Agreement (such date, the "**Expiration Date**").
- C. The Department will make best efforts to do the following as of the construction loan closing date: (a) review all transaction documents that are made available to the Department in advance of closing; and (b) opine as to the legal sufficiency of those documents for purposes of the California Housing Accelerator Loan and the Existing HCD Loan Commitment(s). For purposes of this subparagraph, "transaction documents" includes, but is not limited to, construction and permanent loan documents; environmental reports; preliminary reports from title companies; surveys; appraisals; authorization and organizational documents; property management agreements; applicable leases; and relocation plans or certifications.
- D. The Sponsor shall close the construction financing approved by the Department and commence construction of the Project in accordance with the Performance Milestones approved by the Department. Upon the Department's request, the Sponsor shall promptly provide evidence of recorded deeds of trust for all construction financing, payment of all construction lender fees, issuance of building permits, and the notice to proceed delivered to the contractor. Evidence of a grading permit is not sufficient for purposes of this subparagraph.
- E. The Loan proceeds shall be disbursed at Permanent Loan Conversion through escrow and expended on Eligible Uses no later than **November 30, 2026**. If Sponsor fails to meet this Permanent Loan Conversion Deadline, the Department will terminate this Agreement and exercise all legal and equitable remedies, including the events of default remedies of Paragraph 3 of Exhibit D, unless an

alternate arrangement is legally permissible and has been approved by the Department in advance and in writing.

2. **Existing HCD Loan Commitment - General Terms and Conditions of Standard Agreement**

This Agreement incorporates by reference the Department's General Terms and Conditions set forth in each Existing HCD Loan Commitment's STD 213, Standard Agreement (the "**Existing HCD General Terms and Conditions**"). (The Existing HCD General Terms and Conditions may, but need not, be set forth at Exhibit D of each Existing HCD Loan Commitment's STD 213, Standard Agreement.) Each Existing HCD Loan Commitment is identified at Paragraph 1 of Section A of Exhibit E of this Agreement.

In the event of any conflict between the Existing HCD General Terms and Conditions, this Agreement and the California Housing Accelerator Requirements, the California Housing Accelerator Requirements shall control to the furthest extent allowed by law. In no event shall the Existing HCD General Terms and Conditions be interpreted to frustrate, limit, or impair the Department's objectives, rights, and remedies in connection with the California Housing Accelerator.

3. **Termination for Cause**

The Department may terminate this Agreement for cause at any time by giving at least fourteen (14) calendar days' advance written notice to the Sponsor. Such termination will not limit any other remedies that may be available to the Department under this Agreement, at law, or in equity. Cause consists of Sponsor's breach of, or failure to satisfy, any of the terms or conditions of this Agreement. Cause includes but is not limited to the following:

- A. Sponsor's failure to meet the Permanent Loan Conversion Deadline of **November 30, 2026**.
- B. Sponsor's failure to timely satisfy each or any of the conditions set forth in these California Housing Accelerator General Terms and Conditions, the Project-Specific Provisions and Special Terms and Conditions set forth at Exhibit E of this Agreement (including any one of the Performance Milestones), or the award letter.
- C. Sponsor's violation of any of the California Housing Accelerator Requirements.
- D. The Department's determination that:

- 1) Any material fact or representation, made or furnished to the Department by the Sponsor in connection with the Application or the award letter, is untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue or misleading;
or
 - 2) Sponsor has concealed any material fact from the Department related to the Application or the Project.
- E. Filing of a petition by Sponsor, or any affiliate or general partner of Sponsor, for relief under the Bankruptcy Code; the filing of any pleading or answer by Sponsor, or any affiliate or general partner of Sponsor, in any involuntary proceeding under the Bankruptcy Code; a general assignment by Sponsor, or any affiliate or general partner of Sponsor, for the benefit of creditors; or the filing of an application for the appointment of a receiver, trustee, custodian or liquidator of Sponsor or any of its property, or of any affiliate or general partner of Sponsor or any of its property.
- F. Failure of Sponsor, or of any affiliate or general partner of Sponsor, to effect a full dismissal of any involuntary petition under the Bankruptcy Code that is filed against Sponsor, or any affiliate or general partner of Sponsor, or that in any way restrains or limits Sponsor, any affiliate or general partner of Sponsor, or the Department regarding the Loan or the Project, prior to the earlier of the entry of any court order granting relief sought in such involuntary petition, or thirty (30) days after the date of filing of such involuntary petition.
- G. Attachment, levy, execution, or other judicial seizure of any portion of the Project, or any substantial portion of the other assets of Sponsor, or of any affiliate or general partner of Sponsor, that is not released, expunged, bonded, discharged, or dismissed within thirty (30) days after the attachment, levy, execution, or seizure.
- H. Pendency of any proceeding challenging the legal existence or authority of Sponsor, or of any affiliate or general partner of Sponsor, or the pendency of any proceeding challenging the legality of the Project.
- I. The Department's determination that the objectives and the requirements of the California Housing Accelerator cannot be met in accordance with applicable timeframes, as memorialized by this Agreement.

- J. Sponsor's failure to comply with the Department's General Terms and Conditions for any Department funding source for this Project.

In the event of this or any other breach, violation, or default by the Sponsor, the Department may give written notice to the Sponsor to cure the breach, violation, or default. If the breach, violation, or default is not cured to the Department's satisfaction within 30 days or such other reasonable time as determined by the Department in its sole and absolute discretion and based on the totality of the circumstances, then the Department may declare a default under this Agreement and seek any and all remedies that are available under this Agreement, at law, or in equity.

4. Cancellation

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government for fiscal years 2021-2022 through 2025-2026 for purposes of the CSFRF and this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the CSFRF, this Agreement will be amended to reflect any subsequent reduction in CSFRF funds.
- D. The Department may cancel this Agreement, in whole or in part, if (i) sufficient funds are not made available by the United States Government; (ii) Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or (iii) cancellation is otherwise permitted under state contracting law.
- E. To cancel this Agreement pursuant to this paragraph, the Department shall give thirty (30) calendar days' advance written notice to the Sponsor. The Sponsor shall return any unexpended portion of its Loan award to the Department within thirty (30) calendar days from the date on the Department's written notice of cancellation, unless (i) the parties have agreed upon an alternate arrangement in

advance and in writing; or (ii) an alternate arrangement is necessary for one or both parties to remain in compliance with ARPA or other applicable law.

5. Sponsor Liability

Sponsor shall remain liable to the Department for performance under this Agreement and compliance with all California Housing Accelerator Requirements regardless of any Department-approved transfer or assignment of interest, or of any designation of a third party for the undertaking of all or any part of the Scope of Work. Likewise, each Co-Sponsor shall remain jointly and severally liable to the Department for performance under this Agreement and compliance with all California Housing Accelerator Requirements regardless of any Department-approved transfer or assignment of interest, or of any designation of a third party for the undertaking of all or any part of the Scope of Work.

6. Disputes

In the event of any conflict between this Agreement and any documents internal to the Sponsor or Borrower (e.g., limited partnership agreement), this Agreement and the California Housing Accelerator Requirements will prevail, are applicable, and will be enforceable by the Department, notwithstanding, without limitation, any prior or preliminary review or approval of any such documents by the Department at the time of construction loan closing or otherwise.

7. Consent

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

8. Relocation Plan

Sponsor must comply with all applicable federal, state, and local relocation law. Pursuant to relocation law, a Sponsor must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons and entities do not suffer a disproportionate impact as a result of Projects which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law.

Before this Agreement will be executed, Sponsor must have either:

- A. A Department-approved relocation plan; or
- B. A Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, which has been duly executed by the Sponsor and approved by the Department.

Where the Sponsor's activities will or may result in displacement, the Sponsor's development budget must include enough funds to pay all costs of relocation benefits and assistance.

Any modifications to the foregoing process requirements are set forth at Exhibit E of this Agreement.

9. Article XXXIV

Article XXXIV, section 1 of the California Constitution ("**Article XXXIV**") is not applicable to development that consists of the acquisition, rehabilitation, reconstruction, alterations work, new construction, or any combination thereof, of lodging facilities or dwelling units using moneys appropriated and disbursed pursuant to Chapter 6.6 (commencing with Section 50672) of Part 2 of Division 31 of the Health and Safety Code. (Health & Saf. Code, § 37001, subd. (h)(4).) As such, Article XXXIV is not applicable to California Housing Accelerator-funded Projects.

10. Updated Information and Changes to the Project

Sponsor shall provide the Department updated documentation for any change in the information previously provided relating to the California Housing Accelerator Loan, including updated sources and uses and income information. All changes shall be subject to Department approval. However, if the Project is changed in any way as to make it ineligible for California Housing Accelerator funding, then the California Housing Accelerator Loan commitment will be cancelled, and all California Housing Accelerator Loan funds awarded to the Sponsor shall be disencumbered.

11. Prevailing Wages

This Project is subject to California's prevailing wage law (Lab. Code, § 1720 et seq.). The Sponsor is urged to seek professional legal advice about the law's requirements. Prior to closing the Loan, the Department will require a certification of compliance with

California's prevailing wage law, as well as all applicable federal prevailing wage law. The certification must verify that prevailing wages have been or will be paid (if such payment is required by law), and that labor records will be maintained and made available to any enforcement agency upon request. The certification must be signed by the general contractor(s) and the Sponsor.

The U.S. Treasury issued its Coronavirus State and Local Fiscal Recovery Funds [CLFRF] – Final Rule as of July 27, 2022. In California, the Davis-Bacon Act requirements (prevailing wage rates) do not generally apply to projects funded solely with award funds from the CSFRF/CLFRF program. Recipients may be otherwise subject to the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, California prevailing-wage-in-construction laws may apply to projects.

12. Insurance

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

13. California Housing Accelerator Loan Documents

The Sponsor shall enter into this Agreement with the Department, which shall govern the encumbrance of the California Housing Accelerator Loan funds.

In addition, California Housing Accelerator terms, conditions, and restrictions will be expressly incorporated into the loan documents of the Existing HCD Loan Commitment.

The Department will append and incorporate a California Housing Accelerator exhibit into the Existing HCD Loan Commitment's loan regulatory agreement to be recorded on the property. The exhibit will set forth the Project's California Housing Accelerator-specific requirements, terms, and conditions. The exhibit will impose, for a 55-year period, the same income, occupancy, and rent restrictions that were represented in the Sponsor's most recent unsuccessful application to TCAC/CDLAC, and it will require the same

service amenities that were represented in that application. If the Sponsor did not apply to TCAC/CDLAC, then the exhibit will impose, for a 55-year period, the same income, occupancy, and rent restrictions required by the most recent Existing HCD Loan Commitment(s). If the most recent Existing HCD Loan Commitment was structured with unrestricted market rate units, then the California Housing Accelerator will not restrict or regulate those units. In all cases, the Department may expressly approve alternative California Housing Accelerator restrictions and required service amenities for the purpose of maintaining consistency with the Existing HCD Loan Commitment(s). The regulations, guidelines, and other terms of the Existing HCD Loan Commitment(s) shall govern the integrated regulatory agreement.

California Housing Accelerator requirements, terms, and conditions will also be incorporated into the promissory note and deed of trust of the Existing HCD Loan Commitment, as well as any other of the Existing HCD Loan Commitment's loan documents, as necessary and appropriate. All such documents will be executed and recorded, as appropriate, at permanent financing close of escrow. For Projects secured by leasehold security, leases must meet the requirements of UMR section 8316, and both the Borrower and the fee owner of the property must execute the Department's form template lease rider without modification. The lease rider amends the lease and must be recorded on the fee estate.

14. Cross-Default

A default under any other Department loan(s) or grant(s) to the Project will constitute a default under the California Housing Accelerator assistance. If such default continues beyond any applicable cure period, the Department will avail itself of any and all remedies.

15. Restrictions on Transfer and Change of Ownership

The Sponsor shall not, without the prior written approval of the Department:

- A. sell, transfer, convey, encumber, hypothecate or pledge any of the Project or the Project property, or any portion or interest in either of them;
- B. discharge or replace any general or managing partner if Sponsor is a partnership, or amend, modify or add to its partnership agreement except that the Sponsor may sell or transfer limited partnership interests without the Department's approval;
- C. if Sponsor is a limited liability company: change the manager(s), amend, modify or add to its operating agreement or management structure;

- D. wind up, liquidate or dissolve its affairs or enter into any transaction of merger or consolidation; or
- E. change the organizational structure of the Sponsor.

16. Accessibility

The Project shall comply with all state and federal accessibility requirements, including, without limitation, the specific requirements set forth in the Project Solicitation.

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

The Sponsor agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Project, the Sponsor, its contractors or subcontractors, and any Loan activity.

18. Sponsor Representations

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

19. Survival of Obligations

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

of this Agreement continue for the 55-year income, occupancy, and rent restrictions, or until the regulatory agreement is terminated.

20. Severability and Litigation

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

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

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

22. Waivers

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

23. Retention, Inspection, and Audit of Records

Sponsor is responsible for maintaining records which fully disclose the activities funded by the Loan. Sponsor shall retain all records for a minimum period of five (5) years after final payment under this Agreement, unless a longer retention period is stipulated. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.

The Department, as well as its appointees, employees, agents, and delegates, shall have the right to review, obtain, and copy all records (electronic or otherwise) pertaining to performance under this Agreement. The U.S. Department of the Treasury and any authorized oversight body or representative, including, without limitation, the Treasury's Office of Inspector General, the Government Accountability Office, and the Pandemic Relief Accountability Committee, shall have the right of access to such records in order to conduct audits or other investigations. Sponsor shall provide any relevant information requested, and shall permit access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material.

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 Project. At the Department's request, the Sponsor shall provide, at its own expense, a financial audit prepared by a certified public accountant. The audit shall be performed by a qualified state, local, independent, or Department auditor. Where an independent auditor is engaged, the audit services agreement shall include a clause which permits the Department to have access to the independent auditor's relevant papers, records, and work product.

If there are audit findings, the Sponsor shall submit a detailed response to the Department for each audit finding. The Department will review the response. If the Department determines, in its sole and absolute discretion, that the response is satisfactory, the Department will conclude the audit process and notify the Sponsor in writing. If the Department determines, in its sole and absolute discretion, that the response is not satisfactory, the Department will contact the Sponsor, in writing, and explain the action required to cure any audit deficiencies. Such action could include the repayment of ineligible costs or other remediation.

If so directed by the Department upon the termination or expiration of this Agreement, the Sponsor shall deliver all records, accounts, documentation, and other materials that are relevant to this Agreement to the Department as depository.

24. Sponsor Acknowledgment of the Pet Friendly Housing Act of 2017

By executing this Agreement, Sponsor acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018 pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local government ordinances related to public health, animal control, and

animal anticruelty. This law shall not be construed to limit or otherwise affect other statutes or laws that require reasonable accommodations to be made for an individual with a disability who maintains an animal to provide assistance, service, or support.

25. Compliance with Title VI of the Civil Rights Act of 1964

Sponsor and any of its contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

26. Nondiscrimination

Statutes and regulations prohibiting discrimination are applicable to this Agreement and include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 22;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.);
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.);
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); and

- F. The State of California nondiscrimination statutes, regulations, and standards set forth and identified in the Project Solicitation and at Exhibit C of this Agreement.

The Sponsor shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with California Housing Accelerator funds.

27. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This Agreement is subject to the administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, which are set forth at 2 Code of Federal Regulations part 200.

28. Single Audit Requirements

Sponsor is responsible for complying, as necessary, with the Single Audit Act and its implementing regulation at 2 Code of Federal Regulations part 200, subpart F regarding audit requirements.

29. Developer Fee Limits

Total developer fee for a Project shall not exceed the lesser of **(a)** \$2,200,000; **(b)** the sum of 15 percent of the Project's unadjusted residential construction-related eligible basis, 5 percent of the Project's unadjusted acquisition eligible basis, and 15 percent of the eligible basis for the Project's nonresidential costs; or **(c)** the amount approved by the Department as payable from development funding sources under the terms of the Existing HCD Loan Commitment.

30. Restrictions on Continued Eligibility for Award

If the Sponsor has a pending application with CDLAC and/or TCAC relative to the Project, and that application is thereafter recommended to receive bonds and/or tax credits, the California Housing Accelerator funds must be returned to the Department. If, after receiving an award of California Housing Accelerator funds, the Sponsor withdraws the awarded Project's pending application from CDLAC and/or TCAC, the Sponsor will no longer be eligible for that California Housing Accelerator funding.

31. Future Tax Credit Applications and Syndicating Losses

The Sponsor is prohibited from applying for or receiving a tax credit allocation on the Project for a period of 20 years from the California Housing Accelerator Loan closing date for that Project.

Post-award, if the Sponsor syndicates and sells a portion of its ownership interest to a partner or equivalent party seeking tax losses associated with the Project, nine-tenths of the gross proceeds of that sale shall be remitted to the Department as recaptured California Housing Accelerator funds.

EXHIBIT E

PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. PROJECT-SPECIFIC PROVISIONS

Accelerator Proposed Unit Mix (most restrictive from all programs)							
112	64		0	0	0	110	2
Total Units ⁵	# of Bdmrs ⁵	Income limit (% of AMI) ⁵	Supportive Housing	Special Needs NOT Homeless	Homeless Units	Total Restricted Units	Total Unrestricted Units
24	0	20%	0	0	0	24	0
2	0	25%	0	0	0	2	0
4	2	25%	0	0	0	4	0
4	2	40%	0	0	0	4	0
11	0	45%	0	0	0	11	0
9	2	45%	0	0	0	9	0
10	0	55%	0	0	0	10	0
14	2	60%	0	0	0	14	0
32	0	60%	0	0	0	32	0
1	0	Manager	0	0	0	0	1
1	2	Manager	0	0	0	0	1

- A. Existing HCD Commitment(s).** This Project is subject to one or more Existing HCD Commitments, as specified below:
- a. Affordable Housing Sustainable Communities 21-AHSC-16999
- B. Disbursement and Eligible Use(s).** Pursuant to an award letter, dated November 17, 2022, the Sponsor is receiving California Housing Accelerator Loan funds in the amount of \$37,334,401.00. Sponsor will apply these funds towards the following Eligible Use(s):
- a. New Construction

- C.** Project Narrative. The Kelsey Civic Center is a 112-unit new construction large family project with 79 studio and 31 two-bedroom serving households with incomes ranging from 20-60 percent of Area Median Income (AMI), and 2 manager's units.
- D.** Scope of Work. Each unit will have standard appliances. On-site amenities include: resident community room, resident courtyard, roof deck, and parcel lockers.
- E.** Sponsor Contract Coordinator.

Authorized Representative Name:	Ramie Dare
Authorized Representative Title:	Vice President
Entity Name:	Mercy Housing California
Address:	1256 Market Street San Francisco, CA 94102
Telephone No.:	415-355-7100
E-Mail Address:	rdare@mercyhousing.org

Authorized Representative Name:	Micaela Connery
Authorized Representative Title:	Chief Executive Officer
Entity Name:	The Kelsey
Address:	1 Sansome Street, Suite 3500 San Francisco, CA 94104
Telephone No.:	415-413-3871
E-Mail Address:	micaela@thekelsey.org

Authorized Representative Name:	Sara Amaral
Authorized Representative Title:	Director of Housing Development
Entity Name:	City and County of San Francisco

Address:	1 South Van Ness Avenue San Francisco, CA 94103
Telephone No.:	628-652-5808
E-Mail Address:	sara.amaral@sfgov.org

F. Additional Conditions Precedent to Disbursement.

None.

G. Budget Detail.

See Accelerator Project Report.

H. Performance Milestones.

Performance Milestones	Milestone Completion Date
Commencement of Construction Deadline	June 5, 2023
Submit documentary evidence to the Department that construction commenced by the Commencement of Construction Deadline	July 5, 2023
Permanent Loan Conversion Deadline	November 30, 2026

I. Authorized Payee. The authorized payee(s) is/are as specified below:

Name of Payee	Amount
The Kelsey Civic Center, L.P.	\$37,334,401.00

2. SPECIAL TERMS AND CONDITIONS

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

- A. The final project report prepared for the Tier 2 Accelerator award (the “**Accelerator Project Report**”) is hereby incorporated by reference and constitutes part of this Agreement as if fully set forth in full herein.
- B. Where there is a conflict in the factual information reflected in multiple project reports for the subject property, to the extent allowed by law, the Accelerator Project Report shall control for the Project, because it represents the most accurate and up-to-date information. If and when such a conflict arises, and to the extent allowed by law, conflicts shall be resolved in favor of the Accelerator Project Report information for the purposes of documenting capital stack, unit mix, commencement and completion of construction and permanent closing deadlines, expressly excepting, however, any encumbrance and liquidation deadlines required by statute. Any other program-specific requirements or special conditions identified in final project reports from the Project’s Existing HCD Commitments shall continue to be applicable, including, but not limited to, bedroom composition and number of units targeting tenant population(s) to be served.
- C. Signage

PROJECT NAME: *The Kelsey Civic Center*

THIS PROJECT HAS BEEN MADE POSSIBLE BY FINANCING
FROM THE CORONA VIRUS
STATE FISCAL RECOVERY FUND, ESTABLISHED BY THE
FEDERAL AMERICAN RESCUE
PLAN ACT OF 2021 THROUGH THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT



NOTICE OF FINAL APPROVAL OF AN SB 35 PROJECT

Date: June 3, 2021
BPA No.: **2021.0104.2034**
Planning Record No. **2020-010648PRJ**
Project Address: **240 Van Ness Avenue (aka “The Kelsey Civic Center”)**
Zoning: C-3-G (Downtown - General) District
70-X Height and Bulk District
Block/Lot: 0811/016, 018, 019 and 021
Project Sponsor: Fiona Ruddy
Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Staff Contact: Claudine Asbagh – (628) 652-7329
claudine.asbagh@sfgov.org

Project Description

This project will consolidate four current parcels into a single parcel of approximately 13,518 square feet and demolish the three existing structures. The project will construct an eight (8) story multi-family residential building with 110 affordable units and two managers units, for a total of 112 units, including 80 studio units and 32 two-bedroom units. Twenty-five percent (25%) of the units reserved for households with disabilities who receive home and community based services (HCBS). The building includes residential commons, community rooms, service spaces and management areas at the ground floor, as well as a commercial space facing City Hall (to be developed under a separate permit). A garden courtyard at the ground floor will be accessible to the wider community. The project includes 56 Class 1 bicycle parking spaces for residents.

Background

California Senate Bill 35 (SB-35) was signed by Governor Jerry Brown on September 29, 2017 and became effective January 1, 2018. SB-35 applies in cities that are not meeting their Regional Housing Need Allocation (RHNA) goal for construction of above-moderate income housing and/or housing for households below 80% area median income (AMI). SB-35 amends Government Code Section 65913.4 to require local entities to streamline the approval of certain housing projects by providing a ministerial approval process, removing the requirement for CEQA analysis, and removing the requirement for Conditional Use Authorization or other similar discretionary entitlements granted by a Planning Commission.

On December 21, 2020, Fiona Ruddy submitted an SB 35 Application for the project at 240 Van Ness Avenue. Department staff determined that the SB 35 Application was complete, and that the proposed project was eligible for SB 35 on January 22, 2021.

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

Project approval

The Project Sponsor seeks to proceed pursuant to Planning Code Section 206.6, Individually Requested State Density Bonus Law, Government Code Section 65915 et seq (the State Law. Under the State Law, a housing development that includes affordable housing is entitled to additional density concessions and incentives, and waivers from development standards that might otherwise preclude the construction of the project. Since the Project Sponsor is providing 110 units of housing affordable to lower- and very low-income households, the project is entitled to a density bonus of 50%, unlimited waivers, and up to three concessions/incentives. The project sponsor is seeking waivers from the development standards for setbacks and streetwall height (Planning Code Section 132.1), rear yard (Planning Code Section 134), open space (Planning Code Section 135), dwelling unit exposure (Planning Code Section 140), active use and transparency (Planning Code Section 145.1), bicycle parking (Planning Code Section 155.2) Reduction of Ground-Level Wind Currents in C-3 Districts (“wind” - Planning Code Section 149) and building height (Planning Code Section 260). and. The project sponsor has requested a concession/incentive from the development standards for Height Restrictions on Structures Shadowing Property Under the Jurisdiction of the Recreation and Park Commission (“shadow” - Planning Code Section 295)

Concessions and Incentives

The Project has requested a concession/incentive from Height Restrictions on Structures Shadowing Property Under the Jurisdiction of the Recreation and Park Commission, otherwise known as “shadow” (Planning Code Section 295). Pursuant to Planning Code Section 206.6, the Department shall grant the concession or incentive requested by the applicant unless the Department makes a written finding, based upon substantial evidence, of any of the following:

- A. The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

The requested incentive results in actual cost and identifiable cost reductions for the project. The project is approximately one block from Civic Center Plaza. Pursuant to Planning Code Section 295, developments exceeding 40 feet in height may not cast new shadow on the park without increasing the amount of available shadow hours per year, or “shadow budget.” By seeking an incentive from this requirement, project costs are reduced in several ways: first, the project does not require an extensive analysis, prepared by a qualified consultant, to determine the potential impacts of the development on Civic Center Plaza. Should the project cast shadow on Civic Center Plaza, it would need to be reduced in size, which would result in a project that does not include enough units to be competitive for project financing.

- B. The concession or incentive would have a specific, adverse impact, as defined in paragraph upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

The requested concessions/incentives from the development standards for shadow would not result in a specific, adverse impact to public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources.

- C. The concession or incentive would be contrary to state or federal law.

The requested concessions/incentives from the development standards for shadow would not be contrary to state or federal law.

Waivers

In no case may the Department apply any development standard that will have the effect of physically precluding the construction of a development at the densities or with the concessions or incentives permitted by the State Density Bonus Law. The Department is not required to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The Department is not required to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

The requested are required to accommodate the proposed project with the density bonus and the requested concessions or incentives permitted by the Density Bonus Law. Waivers from setbacks and streetwall height, rear yard, open space, dwelling unit exposure, and height allow the project sponsor to construct an L-shaped building with an interior courtyard, which better responds to the configuration of the lot and maximizes the number of units on the site. The proposed L-shaped massing also improves the quality of the units, as it provides better access to light and air for all of the units in the building. The requested waiver from wind allows the project to proceed with the proposed massing without the need to further sculpt the building to reduce potential ground level wind currents, which would result in the loss of units. Waivers from bicycle parking, active uses and transparency allow the project to maximize the amenities and services available to residents in the project and the community at large. The project has three street frontages, and literal enforcement of these requirements would drastically reduce the area necessary to adequately support the households in the project. Denial of any of these waivers could preclude the development with the density bonus allowed by the State Density Bonus Law.

The project is not seeking any waivers that would have an adverse impact to real property listed on the California Register of Historical Resources, and is not seeking any waiver that is contrary to state or federal law.

The Department has determined that the project meets all the objective standards of the Planning Code and has completed design review of the project. The project has been approved in accordance with the provisions of SB 35, as recorded in Building Permit Application No. 2021.0104.2034.

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

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February 28, 2022
Amended May 5, 2022
Amended August 31, 2022

MEMORANDUM FOR: HCD Pipeline Project Sponsors

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

SUBJECT: **California Housing Accelerator
Tier 2 Project Solicitation and Program Guidelines**

The California Department of Housing and Community Development (Department or HCD) is announcing the availability of approximately \$1.05 billion in California Housing Accelerator Tier 2 funding for the purposes of supporting shovel-ready projects that, despite having an Existing HCD Loan Commitment from one or more HCD loan programs, are unable to move forward due to funding gaps that resulted from the current shortage of tax-exempt bond allocations and low-income housing tax credits. Funding for this NOFA is derived from approximately \$800 million from Coronavirus State Fiscal Recovery Fund (CSFRF) and approximately \$250 million from the State General Fund.

This Project Solicitation represents the second of two California Housing Accelerator solicitations. The first was limited to projects with prior HCD awards that had unsuccessfully applied for bonds and 4% tax credits. This current solicitation is open to a broader set of projects with HCD direct loan program awards, as detailed below in Section II.A of the Project Solicitation. Additionally, this Project Solicitation will be competitive and include specific regional allocation pools to ensure a broad geographic distribution of California Housing Accelerator funds. Please refer to Section II of the Project Solicitation for additional detail.

Background

A substantial share of the funding for HCD projects has traditionally been provided by equity raised from the sale of low-income housing tax credits, especially 4% tax credits. Due to various factors, these tax credits are now in short supply, which has delayed shovel-ready projects with HCD program awards. The purpose of the California Housing Accelerator is to enable these projects to quickly begin construction.

Funding available under this Project Solicitation is derived from the Coronavirus State Fiscal Recovery Fund (CSFRF), established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2) as well as the State's General Fund. Through the 2021–22 and 22-23 California state budgets, funds have been allocated to this program. No bond sale or similar financial arrangements are involved. Federal funds have been transferred from the federal treasury to the State and are on deposit in a state account.

Eligibility

Eligibility under this Project Solicitation is limited to projects that have an Existing HCD Loan Commitment of a direct loan from at least one of the specified HCD multifamily housing programs, and meet both of the following:

- listed tax-exempt bonds and 4% low-income housing tax credits as development sources in their HCD application(s) for the Existing HCD Loan Commitment, but have not received allocations of these resources, and
- provide evidence that, with a California Housing Accelerator award, the Project will be able to start construction within 180 days of award.

Please refer to Section II Program Requirements for complete information on eligible applicants and projects.

Application Submittal and Award Timeframes

Tier 2 applications will be accepted via the Department's online application portal beginning March 8, 2022 and ending April 8, 2022.

All application materials for Tier 2 projects **must be submitted electronically** via the application portal on the Department's [website](#) no later than **4:00 p.m. Pacific Standard Time on April 8, 2022**. Specific submittal instructions will be included in the application form, which is expected to be available on the website no later than March 8, 2022. Personal deliveries will not be accepted. No facsimiles, late submittals, incomplete applications, application revisions, courier deliveries, or walk-in application packages will be accepted.

Webinar and Technical Assistance

The Department will conduct an online application workshop. The California Housing Accelerator application and online workshop details will be posted on the Department's website at accelerator.hcd.ca.gov. If you have any questions, please email accelerator@hcd.ca.gov.

California Housing Accelerator Tier 2

Project Solicitation and Guidelines



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February 28, 2022

Amended August 31, 2022

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I. Overview

A. Funding Available

The California Department of Housing and Community Development (Department or HCD) is announcing the availability of approximately \$1.05 billion for shovel-ready projects that, despite having received one or more program direct loan awards from HCD multifamily loan programs, are unable to move forward due to funding gaps resulting from the current shortage of tax-exempt bond allocations and low-income housing tax credits.

Funding available under this Project Solicitation is derived from the Coronavirus State Fiscal Recovery Fund (CSFRF), established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2) as well as the State’s General Fund. Through the 2021-22 and 22-23 California state budgets, funds have been allocated to this program.

B. Tier 2 Timeline

Tier 2 Timeline	
Project Solicitation Release	February 28, 2022
Application Release	On or before March 8, 2022
Application Due Date	April 8, 2022
Award Announcements	August/September 2022
Funds encumbered through an executed Standard Agreement	No later than June 30, 2024
Permanent Loan Conversion	No later than November 30, 2026

C. Authorizing Legislation and Applicable Law

Assembly Bill No. 140 (Chapter 111, Statutes of 2021), which was signed by Governor Gavin Newsom on July 19, 2021, created the statutory basis for the California Housing Accelerator by adding Chapter 6.6 (commencing with Section 50672) to Part 2 of Division 31 of the Health and Safety Code (HSC).

HSC section 50672.3 states, “In order to expedite the development of qualified rental housing developments that are ready to proceed to construction except for obtaining tax credit or bond allocations from the California Tax Credit Allocation Committee and the California Debt Limit Allocation Committee, the Department may adopt guidelines to administer this chapter. Guidelines adopted pursuant to this chapter shall not be subject to the requirements of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).”

This Project Solicitation serves as the Department's guidelines for administration of the California Housing Accelerator, Tier 2. As such, the Project Solicitation and guidelines (collectively, Project Solicitation) establishes the terms, conditions, forms, procedures, and other mechanisms that the Department deems necessary to exercise its powers and to perform its duties pursuant to the California Housing Accelerator. The matters set forth herein are regulatory mandates and are adopted as regulations that have the dignity of statutes. (*Ramirez v. Yosemite Water Company, Inc.* (1999) 20 Cal.4th 785, 799 [85 Cal.Rptr.2d 844].)

Any California Housing Accelerator awards will tie into the Existing HCD Loan Commitment. Therefore, the regulations, guidelines, and other terms of the Existing HCD Loan Commitment shall govern the Project's recorded regulatory agreement and other loan documents. California Housing Accelerator-specific terms, conditions, and restrictions will be expressly incorporated into the Existing HCD Loan Commitment's loan documents. California Housing Accelerator-specific terms and conditions will be memorialized in either a separate Standard Agreement or in the Standard Agreement for the Existing HCD Loan Commitment.

The Department will only amend this Project Solicitation as necessary and in accordance with the Department's guideline authority pursuant to HSC section 50672.3.

1. These guidelines have been amended to incorporate the applicable provisions outlined in the [May 5, 2022 omnibus guideline amendment](#).

II. Program Requirements

A. Eligible Project

To be eligible for a California Housing Accelerator Tier 2 award, the Project must have received an award letter from a multifamily housing loan program directly administered by the Department prior to April 8, 2022, and the award must not have expired, or been terminated, disencumbered, or otherwise held to be void.

1. Qualifying HCD funding programs include the following:
 - Affordable Housing and Sustainable Communities Program
 - Community Development Block Grant Program – Disaster Recovery
 - HOME Investment Partnerships Program
 - Housing for a Healthy California Program
 - Infill Incentive Grant Program of 2007 (with an Existing HCD Loan Commitment to a Qualifying Infill Project)
 - Infill Infrastructure Grant Program of 2019 (with an Existing HCD Loan Commitment to a Qualifying Infill Project)
 - Joe Serna, Jr. Farmworker Housing Grant Program
 - Multifamily Housing Program
 - National Housing Trust Fund

- No Place Like Home Program – competitive and non-competitive HCD-administered funds only
- Supportive Housing Multifamily Housing Program
- Transit-Oriented Development Implementation Program
- Veterans Housing and Homelessness Prevention Program

HCD assistance to a Qualifying Infill Area (QIA) under the Infill Incentive Grant Program of 2007 or the Infill Infrastructure Grant Program of 2019 does not, by itself, qualify a housing development within the QIA for California Housing Accelerator funding. Rather, a qualifying housing development within the QIA must meet the California Housing Accelerator’s definition of a Qualified Rental Housing Development.

No Place Like Home projects funded directly by Alternative Process Counties do not qualify for an award under the California Housing Accelerator, unless they have a program award from another qualifying HCD program.

Homekey funded projects do not qualify for an award under the California Housing Accelerator, unless they have a program award from another qualifying HCD program.

2. The application that resulted in HCD issuing an award letter for the Existing HCD Loan Commitment must have shown tax-exempt bonds and 4% low-income housing tax credits as development funding sources.
3. If the Sponsor subsequently requested, and the Department approved, a change from a 4% project to a 9% project resulting in a resizing of the Existing HCD Loan Commitment, then the Project is ineligible for California Housing Accelerator. This does not include projects which, for the sole purpose of applying for 2020 disaster credits on or after July 1, 2021, applied as a 9% project but which, due to the Department’s [Administrative Notice 21-005](#) issued on June 22, 2021, were allowed to maintain funding awarded as a 4% project.

B. Eligible Applicants

All California Housing Accelerator applications must be submitted by and include all Sponsors in connection with the Existing HCD Loan Commitment.

C. Eligible Uses of Funds and Project Costs

California Housing Accelerator funds shall be used only for expenses that would be categorized as project costs by the federal low-income housing tax credit program, including, but not limited to, commercial costs and reasonable reserves.

The Department reserves the right to disallow costs that do not constitute reasonable project costs, as determined by the Department in its sole and absolute discretion.

Additionally, HCD will not generally allow capitalized reserves in excess of those approved in connection with the Existing HCD Loan Commitment, nor local agency fees or payments that would only have been required if bonds were issued or that were not shown in the application for the Existing HCD Loan Commitment. HCD reserves the right, consistent with applicable law, to require prior written approval from HCD for all reserve withdrawals, whether the reserve was required by HCD or not.

D. Limits on financing and unit mix changes

California Housing Accelerator funds are not intended to supplant local public agency funds. Accordingly, any local agency resources shown as committed in the applications for any Existing HCD Loan Commitments must be included in the financing proposed in the California Housing Accelerator application at the same or higher level of funding as previously identified. This includes sites provided at below market-rate cost as well as funds.

Similarly, California Housing Accelerator funds are not intended to supplant Performing Debt. The amount and terms of Performing Debt shown in the California Housing Accelerator application must generally remain the same or be higher and more restrictive than the amount and terms shown in previous HCD applications unless there are extenuating circumstances that are clearly explained in writing by the Applicant and agreed to in writing by HCD. Requests for reducing Performing Debt or the term of the Performing Debt will be reviewed on a case-by-case basis and are not a guaranteed approval. Reduced principal loan amounts of Performing Debt must include a corresponding reduced amount in the development budget.

The Department expects unit mixes (number of units at various AMI levels and bedroom counts) to remain substantially the same as shown in the most recent Department application or, if the project has an application which has been submitted to CDLAC/TCAC, the application submitted to the CDLAC/TCAC which was ultimately unsuccessful in securing a bond allocation.

E. Threshold application requirements

1. Demonstrate readiness to commence construction within 180 days of award. Applicants shall provide a written certification in their application, in form and substance satisfactory to the Department, confirming site control, entitlements, approved site plans, environmental clearances, and complete financing. For the purposes of the California Housing Accelerator, “commencement of construction” means the first land-disturbing activity associated with a project, including land preparation such as clearing, grading, and filling or the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
2. Compliance with the requirements specified in this Project Solicitation.
3. Submittal of a complete California Housing Accelerator application, using unaltered application forms and including all required attachments.
4. Each private entity Applicant shall submit an authorizing resolution that, in the Department’s reasonable determination, materially comports with the California Housing Accelerator requirements and is legally sufficient. In addition, each private entity Applicant shall submit a complete set of its organizational documents (and all amendments thereto).
Please note that the Department will not approve a California Housing Accelerator Standard Agreement until it receives a complete set of authorizing and organizational documents from the Applicant, as specified. This set of documents shall also include, as applicable, a legally sufficient authorizing resolution from any public agency Applicant.

F. Funding Amounts and Terms

1. Funds Available

The maximum amount of California Housing Accelerator funds available under this Project Solicitation is approximately \$1.05 billion.

2. Geographic Allocations

To ensure an equitable distribution of funds, the Department has established the following geographic allocation targets for Tier 2 funds. These allocations take into consideration the funds awarded in Tier 1. Those regions that were underrepresented in the distribution of Tier 1 funds have priority in the allocations for Tier 2.

Region	Counties	% of Tier 2 funds available	Tier 2 Target
Coastal Region	Monterey, Orange, San Benito, San Diego, San Luis Obispo, Santa Barbara, Santa Cruz, Ventura	20%	\$160 million
Los Angeles City and County	Los Angeles	44%	\$352 million
Inland	Fresno, Imperial, Kern, Kings, Madera, Merced, Riverside, San Bernardino, San Joaquin, Stanislaus, Tulare	21%	\$168 million
Unallocated	All counties	15%	\$120 million

The remaining \$250 million of the \$1.05 billion available, along with any remaining unrequested funds in the regional pools outlined above will be used to fund the next highest scoring project regardless of location.

3. Application evaluation process

The application review process consists of three phases: 1) initial threshold review; 2) rating and ranking; and 3) project feasibility review. In the event of oversubscription, the Department may establish a preliminary point score and ranking, and applications ranked below a fundable range as indicated by the preliminary ranking will not be reviewed further.

Applications meeting threshold requirements will be rated in accordance with the criteria listed below and ranked in order of their point scores. Awards will be issued to the highest-ranking projects in each geographic region provided that they are determined to be feasible, and until the geographic targets specified in the previous section have been met. Any funds remaining after the geographic targets have been satisfied will be combined with the funds in the unallocated pool. Funding of the unallocated pool will then be based on the highest ranked remaining applications, without regard to location.

The Department reserves the right to adjust the amount awarded in each region to fully fund the lowest ranking fundable projects within each region to the extent possible.

4. Application rating factors

Tier 2 will be a competitive process for previously HCD-awarded 4% tax credit projects with regional allocations to ensure a broad geographic distribution of California Housing Accelerator funds. Projects will be rated based on four primary policy objectives as further defined below:

- Efficient use of California Housing Accelerator funds
 - Age of Existing HCD Loan Commitment(s) award
 - Targeting of special needs populations
 - Climate change mitigation
- a. Efficient use of California Housing Accelerator funds (40 points):** Points will be awarded to projects demonstrating ability to efficiently use California Housing Accelerator funds, as calculated in two ways:

- i. A maximum of 25 points will be based on requested California Housing Accelerator funds per unit. The project in each region with the lowest per-unit request for funds will receive 25 points. All other projects within each region will receive points calculated using the following formula:

$$\frac{\text{lowest per unit request per region}}{\text{Application per unit \$ request}} \times 25$$

- ii. A maximum of 15 points will be based on how closely the total requested California Housing Accelerator funds matches the equity estimate provided in the project's most recent HCD application, adjusted for inflation. Projects requesting California Housing Accelerator funds equal to or less than the equity projected in the most recent HCD application (adjusted for inflation using the West Region Consumer Price Index for All Urban Consumers (CPI-U)) will receive 15 points. Other projects will receive points calculated using the following formula:

$$1 / \left(\frac{\text{Accelerator Request}}{\text{Recent Equity} + \text{Inflation}} \right) \times 15$$

- b. HCD award date (20 points):** 20 Points will be awarded if the first HCD award to the project was issued before the process for allocating tax-exempt bonds became competitive in 2020.

- c. Homeless, Special Needs and Other Population Targeting (30 points max)**

- i. Homeless targeting: 0.3 points will be awarded for each percentage of total project units restricted to occupancy by households experiencing homelessness up to a maximum of 30 points for 100 percent homeless projects.

Units garnering points under this criterion must be restricted to occupancy by households experiencing homelessness by another HCD program or a local public agency. The HCD regulatory agreement recorded in connection with the California Housing Accelerator loan will also include these restrictions.

- ii. Large family, extremely low-income, and special needs targeting: 0.2 points will be awarded for each percentage of total project units that are not restricted to occupancy by households experiencing homelessness and are either:
- three or more bedrooms;
 - restricted to occupancy by Extremely Low-Income households, or
 - restricted to a special needs population other than persons experiencing homelessness.

Units may receive points under only one of the three categories listed in section 4.c.ii and only up to a maximum of 20 points.

Special needs populations are those recognized populations as defined under the current [Guidelines](#) of the Multifamily Housing Program. Units garnering points under this criterion must be restricted to the designated special needs population by an Existing HCD Loan Commitment or a local public agency. The HCD regulatory agreement recorded in connection with the Existing HCD Loan Commitment and the California Housing Accelerator loan will also include these restrictions.

- iii. Other Very Low-Income units: 0.1 points will be awarded for each percentage of total project units restricted to occupancy by Very Low-Income households that do not qualify for points under subparagraphs i or ii, above, up to a maximum of 10 points.

d. Climate change mitigation (20 Points): Points will be awarded to projects as follows:

- i. 20 points to projects that either:
- Are located within one-quarter ($\frac{1}{4}$) mile from a Transit Station/Stop served by High Quality Transit measured from the nearest boarding point of the Transit Station/Stop to the entrance of the residential structure in the Project furthest from the Transit Station/Stop along a walkable route. The walkable route, after completion of the proposed Project, must be free of features or conditions that deter pedestrian circulation such as barriers; stretches without sidewalks or walking paths; noisy vehicular tunnels; streets, arterials, or highways without regulated crossings that facilitate pedestrian movement; long stretches without shade or cover; or stretches without lighted streets.

- ii. 10 points will be awarded to projects that:
- Are located within one-half (1/2) mile from a Transit Station/Stop served by High Quality Transit, measured from the nearest boarding point of the Transit Station/Stop to the entrance of the residential structure in the Project furthest from the Transit Station/Stop along a walkable route; or
 - received grant award(s) as a Qualifying Infill Project under the Infill Infrastructure Grant program; or
 - Are located within one-quarter mile of a Transit Station or Major Transit Stop, as defined by IIG Program Guidelines, measured by a Walkable Route from the nearest boundary of the Project to the outer boundary of the site of the Transit Station or Major Transit Stop.

For the purposes of this subparagraph d, Transit Station/Stop and High Quality Transit shall mean the same as those terms are defined in Appendix A of the most recent AHSC [Guidelines](#). Headway times in effect any time between January 2020 and the time of application may be used to qualify transit as High Quality Transit, where service has been temporarily reduced due to COVID-19.

5. Application Fee

Per HSC section 50672.2, subdivision (d)(1), the Department has established an application fee of \$40,000 per California Housing Accelerator application. This refundable fee aims to discourage project application submissions for projects that are not shovel-ready. This fee will be fully refunded if:

- the project is awarded California Housing Accelerator funds under this Project Solicitation and the project meets the California Housing Accelerator's 180-day deadline for commencement of construction, or
- the California Housing Accelerator application is withdrawn prior to award due to the receipt of gap funding to fully fund the project (e.g. bonds, tax credits, local funding, etc.), or
- the application successfully passed threshold, as determined by the Department in its sole and absolute discretion, but was ultimately not successful in securing a California Housing Accelerator award.

Since the California Housing Accelerator application fee is "refundable," it should not be included in the development budget.

Applicants shall provide the Department with a check made payable to "HCD" in the foregoing amount. Applications submitted without this fee will not be considered for review. All checks for application fees shall be sent to the address specified below:

6. Assistance Terms

For all projects, California Housing Accelerator assistance will be in the form of forgivable loans, with terms of zero percent interest for 20 years, with no residual receipts or periodic payment requirements during the life of the California Housing Accelerator loan.

The loan will be forgiven by the Department at the end of the 20-year loan term as long as all of the following are true, as determined by the Department in its sole and absolute discretion:

- The Sponsor remains in good standing with the California Secretary of State;
- The Project is not in default under the terms of any of the Department's loan documents for that project; and
- Negative points have not been assessed against the Sponsor during the previous five (5) years in connection with any Department-assisted project.

The California Housing Accelerator loan shall be subject to repayment if, during the 20-year term, the Project is (1) converted to market-rate housing; or (2) sold or refinanced with a distribution of net equity.

California Housing Accelerator funds will be disbursed through escrow at the time of the Project's permanent financing conversion.

If a California Housing Accelerator Applicant is recommended for and receives bonds and/or tax credits by CDLAC and TCAC prior to the award of Accelerator funds, the California Housing Accelerator application will automatically be withdrawn.

7. Developer Fee Limits

Total developer fee for a Project shall not exceed the lesser of (a) \$2,200,000; (b) the sum of 15 percent of the project's unadjusted residential construction-related eligible basis, 5 percent of the project's unadjusted acquisition eligible basis and 15 percent of the eligible basis for the project's nonresidential costs or (c) the amount approved by HCD as payable from development funding sources under the terms of the Existing HCD Loan Commitment.

8. Restrictions on Future Tax Credit Applications and Syndicating Losses

All California Housing Accelerator awardees are prohibited from applying for or receiving a tax credit allocation on a California Housing Accelerator funded Project for a period of 20 years from the California Housing Accelerator loan closing date for that Project. This prohibition will be memorialized, as appropriate, in all California Housing Accelerator terms and conditions.

If, following a California Housing Accelerator application and award, a Sponsor syndicates and sells a portion of their ownership interest to a partner or equivalent party seeking tax losses associated with the project, nine-tenths of the gross proceeds of that sale shall be remitted to the Department as recaptured California Housing Accelerator funds.

9. Commencement of construction deadline

All California Housing Accelerator awarded projects must commence construction no later than 180 days from the date of award. For the purposes of the California Housing Accelerator, commencement of construction means the first land-disturbing activity associated with a project, including land preparation such as clearing, grading, and filling, or the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. The Department may, in its sole and absolute discretion, extend this deadline due to conditions beyond the control of the Sponsor, for a period not to exceed 90 days.

Failure to meet the commencement of construction deadline, or any Department-approved extension, will result in the forfeiture of the application fee and the California Housing Accelerator award. Such failure will also cause the Department to assess negative points when scoring any future application by the Sponsor for Department funding, unless the Sponsor secures a CDLAC/TCAC allocation, and the California Housing Accelerator funds are disencumbered by the Department's deadline.

Within seven (7) months of award, the Sponsor shall submit documentary evidence to the Department that construction commenced within the statutory 180-day time period. If the Department extends the deadline for commencement of construction, as authorized, the Sponsor's deadline for submitting the foregoing documentary evidence shall be extended in the same increment as the extension for commencement of construction. Qualifying forms of documentary evidence include:

- Recordation of a notice of commencement;
- Date- and time-stamped photographs;
- Physical inspection report; or
- Other documentation subject to the approval of the Department.

Failure to submit qualifying documentary evidence within the specified timeframes may result in forfeiture of the application fee, forfeiture of the award, and/or an assessment of negative points relative to any future application for Department funding.

10. Legal documents

a. Standard Agreement

Upon the award of California Housing Accelerator funds to a project, the Department shall enter into one or more agreements with the Sponsor(s), including an STD 213, Standard Agreement, which shall encumber funds from the California Housing Accelerator program, subject to specified conditions. The agreement or agreements shall include, but not be limited to, the following provisions:

- i. A description of the approved Project and the permitted uses of funds;
- ii. The amount and terms of the California Housing Accelerator loan;
- iii. The income, occupancy, and rent restrictions to be imposed on the Project through a regulatory agreement recorded against the property of the Project;
- iv. Performance milestones, and other progress metrics, governing the completion of the Project, along with the remedies available to the Department in the event of a failure to meet such milestones or metrics;
- v. Special conditions imposed as part of the Department's approval of the Project;
- vi. Terms and conditions required by federal and state law;
- vii. Requirements for reporting to the Department;
- viii. Remedies available to the Department in the event of a violation, breach, or default of the agreement; and
- ix. Provisions regarding Sponsor liability. Specifically, the Sponsor will remain liable to the Department for compliance with and the performance of all California Housing Accelerator requirements regardless of any Department-approved transfer or assignment of interest. Likewise, each co-Sponsor will remain jointly and severally liable to the Department for compliance with and the performance of all California Housing Accelerator requirements regardless of any Department-approved transfer or assignment of interest.

The agreement will also include such other provisions as are necessary to ensure adherence to the objectives and requirements of the California Housing Accelerator.

b. Regulatory restrictions and loan documentation

- i. California Housing Accelerator terms, conditions, and restrictions will be expressly incorporated into the loan documents of the Existing HCD Loan Commitment.
- ii. The Department will append and incorporate a California Housing Accelerator exhibit into the Existing HCD Loan Commitment's loan regulatory agreement to be recorded on the property. The exhibit will set forth the project's California Housing Accelerator-specific requirements, terms, and conditions. The exhibit will impose, for a 55-year period, the same income, occupancy, and rent restrictions that were represented in the Sponsor's most recent unsuccessful application to TCAC/CDLAC, and it will require the same service amenities that were represented in that application. If the Sponsor did not apply to TCAC/CDLAC, then the exhibit will impose, for a 55-year period, the same income, occupancy, and rent restrictions as set forth in the most recent Existing HCD Loan Commitment(s). The regulations, guidelines, and other terms of the most recent Existing HCD Loan Commitment(s) shall govern the integrated regulatory agreement, except that California Housing Accelerator will regulate and restrict all units identified as affordable housing units to the same income, occupancy, and rent restrictions as set forth in the most recent Existing HCD Loan Commitment(s). If the most recent Existing HCD Loan Commitment was structured with market rate unrestricted units, then the California Housing Accelerator Program will not restrict or regulate those units. In all cases, the Department may expressly approve alternative California Housing Accelerator restrictions and required service amenities for the purpose of maintaining consistency with all Existing HCD Loan Commitments. The regulations, Guidelines, and other terms of the Existing HCD Loan Commitment shall govern the integrated regulatory agreement.
- iii. California Housing Accelerator requirements, terms, and conditions will also be incorporated into the promissory note and deed of trust of the Existing HCD Loan Commitment, as well as any other of the Existing HCD Loan Commitment's loan documents, as necessary and appropriate. All such documents will be executed and recorded, as appropriate, at permanent financing close of escrow. For projects secured by leasehold security, leases must meet the requirements of UMR §8316, and both the borrower and the fee owner of the property must execute the Department's form template lease rider without modification. The lease rider amends the lease and must be recorded on the fee estate.

- iv. Cross-Default. If, in connection with the California Housing Accelerator-funded Project, the Sponsor defaults in the performance or observance of any Department loan term, condition, or restriction during the term of any Department contract or regulatory period, and such default continues beyond any cure period provided with respect thereto, the Department will avail itself of any and all remedies available to it under any and all Department terms, conditions, restrictions, and agreements relative to the Project, to include those of the Existing HCD Loan Commitment.

11. Reporting Requirements

In addition to the reports required in connection with the Existing HCD Loan Commitment, the Sponsor shall annually submit a report that details and certifies to the Department the following:

- a. Project met all terms and conditions recorded in its regulatory agreement and any Department covenants;
- b. No change in ownership or amendments to the organizational documents of the project has occurred during the reporting period;
- c. No tax credits, tax-exempt bond funds, or federal grants or loans with interest rates below the applicable federal rate have been used in the project since it was placed-in-service;
- d. Services specified in the regulatory agreement were provided to the tenants during the reporting period; and
- e. the Project met all the terms and conditions, and is not currently in default, of any lender financing to the Project.

The Department may add additional reporting requirements to meet federal outcome and output reporting requirements associated with SFRF funds.

In addition, the Sponsor shall report data on the households occupying the Project, including information on rents charged and project income and expenses, and shall provide information sufficient to determine whether any cash flow limitation in the Department's regulatory agreement has been met.

Sponsor shall also submit such other periodic reports as deemed necessary by the Department to monitor compliance with the regulatory agreement and all California Housing Accelerator requirements. Such reports include, without limitation, a schedule of rental income, in form and substance satisfactory to the Department. Sponsor shall also duly submit all information required by the U.S. Department of the Treasury, which administers the federal funds allocated to the California Housing Accelerator.

12. Defaults and Cancellations

In the event of a breach or violation by the Sponsor, the Department may give written notice to the Sponsor to cure the breach or violation. If the breach or violation is not cured to the satisfaction of the Department within a reasonable time period, the Department, at its option, may declare a default under the relevant document and may seek legal remedies for the default including the following:

- a. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation, the appointment of a receiver to complete the project in accordance with California Housing Accelerator requirements, or the commencement of foreclosure proceedings under the power of the sale clause in the deed of trust; and
- b. The Department may seek such other remedies as may be available under the relevant agreement, at law, or in equity.

III. Other State and Federal Requirements

A. Article XXXIV

Article XXXIV, section 1 of the California Constitution (Article XXXIV) is not applicable to development that consists of the acquisition, rehabilitation, reconstruction, alterations work, new construction, or any combination thereof, of lodging facilities or dwelling units using moneys appropriated and disbursed pursuant to Chapter 6.6 (commencing with Section 50672) of Part 2 of Division 31 of the HSC. (HSC, § 37001, subd. (h)(4).) As such, Article XXXIV is not applicable to California Housing Accelerator-funded projects.

B. Prevailing Wages

Applicant's contemplated use of California Housing Accelerator funds is subject to California's prevailing wage law (Lab. Code, § 1720 et seq.). Applicants are urged to seek professional legal advice about the law's requirements. Prior to disbursing the California Housing Accelerator funds, the Department will require a certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law. The certification must verify that prevailing wages have been or will be paid (if such payment is required by law), and that labor records will be maintained and made available to any enforcement agency upon request. The certification must be signed by the general contractor(s) and all Project Sponsors.

C. Environmental Review

Guidance by the U.S. Department of the Treasury indicates that an environmental review under the National Environmental Policy Act (NEPA) is not required as a result of California Housing Accelerator funding. However, California Housing Accelerator projects may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

The California Environmental Quality Act (CEQA) is still applicable to any award made under this program.

D. Relocation

Sponsor must comply with all applicable federal, state, and local relocation law. Pursuant to relocation law, a Sponsor must have a relocation plan prior to proceeding with any phase of a project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons or entities do not suffer a disproportionate impact as a result of projects, which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law. In addition, before the California Housing Accelerator Standard Agreement will be executed, Sponsor must have either: (1) a Department-approved relocation plan; or (2) a Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, which has been duly executed and approved by the Department. The Department will identify its submittal requirements for these relocation documents in the California Housing Accelerator application materials. Where the Sponsor's activities will or may result in displacement, the Sponsor's development budget shall include enough funds to pay all costs of relocation benefits and assistance. Any modifications to the foregoing process requirements must be approved in advance by the Department in writing.

E. Accessibility and Non-Discrimination

All projects must adhere to the accessibility requirements set forth in California Building Code (CBC) Chapter 11A and 11B, except as follows:

1. Instead of the minimum requirements established in CBC 11B 233.3.1.1 and 11B 233.3.1.3, all new construction projects must provide a minimum of fifteen percent (15%) of the restricted units with mobility features, as defined in CBC 11B 809.2 through 11B 809.4, and a minimum of ten percent (10%) of the restricted units with communications features, as defined in CBC 11B 809.5.
2. Rehabilitation projects shall provide a minimum of ten percent (10%) of the restricted units with mobility features, as defined in CBC 11B 809.2 through 11B 809.4, and four percent (4%) with communications features, as defined in CBC 11B 809.5. The Department may approve a waiver of this requirement, provided that the Applicant and architect demonstrate that full compliance would be impractical or create an undue financial burden. All waivers must be approved in advance by the Department in writing.
3. At least one of each common area facility type and amenity, as well as paths of travel between accessible units and such facilities and amenities, the building entry and public right of way, and the leasing office or area shall also be made accessible utilizing CBC Chapter 11(B) as a design standard.

Projects must also comply with the Americans with Disabilities Act of 1990 (ADA), Title II, and either the Uniform Federal Accessibility Standards (UFAS), Code of Federal Regulations (CFR) 24 CFR Part 8, or the U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, the Federal Register (FR) 79 FR 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the Project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Part 8.26.

Sponsors shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available pursuant to this Project Solicitation.

Sponsors shall comply with all applicable state and federal law, including, without limitation, the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.); the Americans with Disabilities Act of 1990; the Fair Housing Act; the Fair Housing Amendments Act of 1988; the California Fair Employment and Housing Act; the Unruh Civil Rights Act; Government Code section 11135; Section 504 of the Rehabilitation Act of 1973; and all regulations promulgated pursuant to those statutes (including 24 C.F.R. § 100, 24 C.F.R. § 8, and 28 C.F.R. § 35).

F. Insurance Requirements

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

IV. Appeals

A. Basis of appeals

1. Applicants may appeal the Department's written determination that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award.
2. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's application (e.g., eligibility, award).
3. The appeal process provided herein applies solely to decisions of the Department made pursuant to this Project Solicitation.

B. Appeal process and deadlines

1. **Process.** To file an appeal, Applicants must submit to the Department a written appeal, which sets forth all relevant facts, arguments, and evidence in support of the appeal. Appeals are to be submitted to the Department at accelerator@hcd.ca.gov.
2. **Filing Deadline.** Appeals must be received by the Department no later than five (5) business days from the date of the Department's written determination regarding the subject application.
3. **Decision.** The requirements of this Project Solicitation and all other applicable law will govern the Department's determination. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

V. Award announcements and contracts

A. Award announcements

The Department intends to announce awards no later than **August/September 2022**.

B. Disclosure of Application

The application is a public record and is subject to disclosure pursuant to the California Public Records Act (CPRA) (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). After final California Housing Accelerator awards have been issued under this Project Solicitation, the Department may disclose any materials provided by the Applicant to any person making a request under the CPRA. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, and home addresses. By volunteering such information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

VI. Other Terms and Conditions

A. Conflicts

In the event of any conflict between the terms of this Project Solicitation and applicable state or federal law, the terms of the applicable state or federal law shall control. By submitting a California Housing Accelerator application to the Department, Applicants acknowledge that they have read and obtained legal advice regarding this Project Solicitation and all applicable state and federal laws, and that they fully understand the requirements thereof.

VII. Definitions

Below are the definitions for purposes of the California Housing Accelerator:

"Applicant" means the entity or entities applying to the Department for California Housing Accelerator funding of their Qualified Rental Housing Development. Such entity or entities must also be the Sponsor of the Qualified Rental Housing Development. Upon receiving an award of California Housing Accelerator funds, the Applicant or co-Applicants will, both individually and collectively, be referred to as the "Sponsor" for purposes of this Project Solicitation.

"Area Median Income" means the most recent applicable county median family income, adjusted by household size, published by the California Tax Credit Allocation Committee.

"Department" or "HCD" means the California Department of Housing and Community Development.

"Existing HCD Loan Commitment" means the existing direct commitment of Department multifamily loan program funds to the Qualified Rental Housing Development, as well as the Department program making that commitment.

"Extremely Low Income" means individual households with either 1) household incomes at or below 30 percent of the Area Median Income, or 2) household incomes at or below the threshold designated as extremely low income by the Department's State Income Limits adopted pursuant to HSC section 50093.

"Performing Debt" refers to non-government, long-term (or permanent) financing of a Rental Housing Development intended to generate a profit for a private or non-profit lender requiring ongoing mandatory debt service payments.

"Permanent Loan Conversion" means the Project has leased up to a minimum of 90 percent occupancy for a period of a minimum of 30 days in accordance with the applicable Department funding requirements; the units have been leased to the appropriate or designated populations identified, and they have met the terms and conditions of all Department funding awarded to the Project; and all construction period financing has converted to permanent financing.

“Project” or “Rental Housing Development” means the following: (i) a “qualified low-income housing project,” as defined in Section 42(g) of the Internal Revenue Code (26 U.S.C. § 42(g)); or (ii) a Qualifying Infill Project, as defined under the Infill Incentive Grant Program of 2007 or the Infill Infrastructure Grant Program of 2019, that meets the requirements of those programs.

“Qualified Rental Housing Development” is defined in accordance with HSC section 50672.1, subdivision (e), and means a Rental Housing Development that received an award letter from any multifamily housing program administered by the Department.

“Sponsor” is defined in accordance with HSC sections 50675.2 and 50669. The Sponsor may comprise one or more entities. Any and all entities in the Sponsor structure shall, in their individual and collective capacity as the “Sponsor,” be bound by the California Housing Accelerator Standard Agreement and each and every one of the California Housing Accelerator terms, conditions, and restrictions.

“UMR” means the Uniform Multifamily Regulations (Cal. Code Regs., tit. 25, § 8300 et seq.), effective November 15, 2017, and as subsequently amended.

“Very Low Income” means individual households with either 1) household incomes at or below 50 percent of the Area Median Income, or 2) household incomes at or below the threshold designated as extremely low income by the Department’s State Income Limits adopted pursuant to HSC section 50093.

**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
accelerator.hcd.ca.gov



September 6, 2022

Barbara Gualco, Vice President
Mercy Housing California
1256 Market Street
San Francisco, CA 94102

Micaela Connery, Chief Executive Officer
The Kelsey
1460 Mission Street
San Francisco, CA 94103

Dear Barbara Gualco and Micaela Connery:

RE: *Conditional Award Announcement – California Housing Accelerator Project Solicitation, Tier 2*
Mercy Housing California and The Kelsey– The Kelsey Civic Center
Contract No. 22-ACC-17494

The California Department of Housing and Community Development (Department) is pleased to announce that Mercy Housing California and The Kelsey have been awarded California Housing Accelerator (Accelerator) Tier 2 funds in an amount up to \$37,334,401. *This award is conditional upon the awardee submitting a revised Accelerator application, within 60 days of the date of this letter, showing the public entity from the original HCD Loan commitment as a Co-Applicant. The Co-Applicant must also provide an adopted Resolution, approving the application and the Accelerator award amount funds in up to \$37,334,401.* These funds are made available through the Coronavirus State Fiscal Recovery Fund (CSFRF), established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2).

As stated in the February 28, 2022, and as amended May 5, 2022, Project Solicitation and Guidelines, construction of the project, meaning the first land-disturbing activity associated with a project, including land preparation such as clearing, grading, and filling, or the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building, must commence within 180 days of the date of this letter, which constitutes notice of the designation of Accelerator funds for the Awardee. If the project is unable to commence construction by this date, funds may be disencumbered and the sponsor will forfeit its application fee. Additionally, the project must complete permanent loan conversion no later than November 30, 2026.

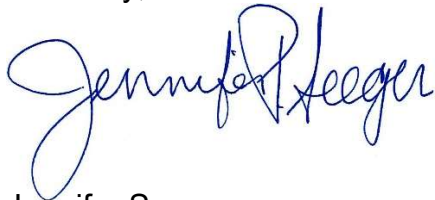
The Department intends to issue a Standard Agreement within 90 days of receipt of any outstanding documentation required to execute this contract. A program representative will be in communication with you within a week to confirm any additional documents needed to prepare the Standard Agreement.

Mercy Housing California and The Kelsey – *The Kelsey Civic Center*
Contract No. 22-ACC-17494
August 30, 2022
Page 2

If a Standard Agreement is needed prior to 90 days to facilitate a planned construction closing date, please notify program staff immediately. Please note that the Department reserves the right to reduce the loan amount prior to issuance of the Standard Agreement, should the Department determine there is a supplantation of previously approved public funds or the project is over-subsidized.

Congratulations on your successful application. We are excited to work with you on this new and innovative funding program. For further information, please contact Doniell Cummings, Accelerator Program Manager, Program Design and Implementation Branch, (916) 695-9006 or Doniell.Cummings@hcd.ca.gov.

Sincerely,

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

Jennifer Seeger
Deputy Director
Division of State Financial Assistance

California Housing Accelerator
Project Solicitation (Tier 2 - February 28, 2022)
Application



State of California
Gavin Newsom, Governor

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

Gustavo Velasquez, Director
Department of Housing and Community Development

2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833
Phone (916) 263-2771
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[Email: accelerator@hcd.ca.gov](mailto:accelerator@hcd.ca.gov)

Rev. 3/8/22

Overview - Project and Applicant Information

When opening this file, a yellow banner at the top may appear with a button that says "Enable Editing" and/or "Enable Macros". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full workbook functionality.

WARNING: Partial Functionality of this application/workbook **WILL BE LOST** when using **Apple Mac Computers**. The Department **highly** recommends using PC Computers and Microsoft Office 2013 or later versions to complete the application.

Project Name	The Kelsey Civic Center						
Address	240 Van Ness Ave.	City	San Francisco	Zip	94102	County	San Francisco

(APNs):			Census Tract(s)		
0811/20	0811/19	0811/16	0124.05□		
0811/21					

Geographic Region	Unallocated	Project Development Type	New Construction
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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

Is Project located within one-quarter (¼) mile from a Transit Station/Stop served by High Quality Transit measured from the nearest boarding point of the Transit Station/Stop to the entrance of the residential structure in the Project furthest from the Transit Station/Stop along a walkable route?	Yes
---	-----

Is Project located within one-half (½) mile from a Transit Station/Stop served by High Quality Transit measured from the nearest boarding point of the Transit Station/Stop to the entrance of the residential structure in the Project furthest from the Transit Station/Stop along a walkable route?	Yes
--	-----

File Name	PAM Transit Access	Provide scaled map showing Transit Station/Stop served by High Quality Transit and Walkable Routes.	Uploaded to HCD?	Yes
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Previous and Pending Tax Credits Application

Have you applied to CDLAC/TCAC since receiving your Existing HCD Commitment?	Yes
--	-----

File Name	TCAC application.	Provide a copy of your CDLAC/TCAC application.	Uploaded to HCD?	Yes
TCAC/CDLAC Application # (from the most recent TCAC/CDLAC application(s) submitted.)	22468			

Was the application withdrawn after being placed on recommendation list for award?	N/A	If yes, provide the application #s	
In response to an application, did the Project receive an allocation that was returned or not accepted?	N/A	If yes, provide the application #s	
Was the Project submitted as a single HCD application and then split into more than one TCAC/CDLAC application?	No	If yes, provide the application #s	

Is the Project "shovel ready" (able to obtain entitlements, site control, environmental and funding commitments in order to commence construction within 180 days of the Accelerator award).	Yes
--	-----

Provide a detail plan or timeline for starting construction within the next 180 days:

Please see attachment "Readiness Documentation" for plan and timeline to start construction within 180 days of award.

Overview - Project and Applicant Information

II. Program Requirements

A. Eligible Project

To be eligible for a California Housing Accelerator Tier 2 award, the Project must have received an award letter, or a notice to proceed or conditional approval if CDBG-Disaster Recovery funds, from a multifamily housing program administered by the Department **prior to application deadline date** and the award must not have expired, been terminated, or disencumbered, or been otherwise held to be void.

1. Has the Project received an award letter, or a notice to proceed or conditional approval if CDBG-Disaster Recovery funds, from a multifamily housing program administered by the Department **prior to application deadline date**? Yes

List all HCD Program(s) that awarded Project Funding		Award Amount	Award Date	HCD Contract Number	Local Project Number	If award from a city / county, enter jurisdiction
1	Affordable Housing Sustainable Communities (AHSC)	\$20,000,000	2/4/2022	21-AHSC-16999		
2						
3						
4						

File Name	HCD Project Rpt 1	Final HCD Affordable Housing Sustainable Communities (AHSC) signed/initialed PDF Project Report.	Uploaded to HCD?	Yes
File Name	HCD Award Letter 1	Provide Affordable Housing Sustainable Communities (AHSC) Award letter.	Uploaded to HCD?	Yes

Has any of the above awards expired, been terminated, disencumbered, or been otherwise held to be void? No

If yes, please provide a detail explanation:

N/A

Sponsor acknowledges that HCD assistance to a Qualifying Infill Area (QIA) under the Infill Incentive Grant Program of 2007 or the Infill Infrastructure Grant Program of 2019 does not, by itself, qualify a housing development within the QIA for California Housing Accelerator funding. Rather, a qualifying housing development within the QIA must meet the California Housing Accelerator's definition of a Qualified Rental Housing Development. Yes

Sponsor acknowledges that No Place Like Home projects funded directly by Alternative Process Counties do not qualify for an award under the California Housing Accelerator, unless they have an award from another qualifying HCD program. Yes

Sponsor acknowledges that Homekey funded projects do not qualify for an award under the California Housing Accelerator, unless they have an award from another qualifying HCD program. Yes

Sponsor acknowledges that the application that resulted in HCD issuing an award letter must have shown tax-exempt bonds and 4% low-income housing tax credits as development funding sources. Yes

2. Sponsor acknowledges that the application that resulted in HCD issuing an award letter for the Existing HCD Loan Commitment must have shown tax-exempt bonds and 4% low-income housing tax credits as development funding sources. Yes

3. Sponsor acknowledges that if the Sponsor subsequently requested, and the Department approved, a change from a 4% project to a 9% project resulting in a resizing of the Existing HCD Loan Commitment, then the Project is ineligible for California Housing Accelerator. This does not include projects which, for the sole purpose of applying for 2020 disaster credits on or after July 1, 2021, applied as a 9% project but which, due to the N/A

Department's [Administrative Notice 21-005](#) issued on June 22, 2021, were allowed to maintain funding awarded as a 4% project.

B. Eligible Applicants

All California Housing Accelerator applications must be submitted by and include all Sponsors in connection with the Existing HCD Commitment.

Overview - Project and Applicant Information

C. Eligible Uses of Funds and Project Costs

Sponsor certifies to follow Eligible Uses of Funds and Projects Costs as stated at California Housing Accelerator guidelines.

Yes

D. Limits on Financing and Unit Mix Changes

Sponsor certifies to follow Limits on Financing and Unit Mix Changes as stated at California Housing Accelerator guidelines.

Yes

E. Threshold Application Requirements

Sponsor certifies to meet all Threshold Application Requirements as stated at California Housing Accelerator guidelines.

Yes

UMR §8302 New Construction Project: is demolition of existing residential required?		No								
# of Residential Units		Project Site Area		Units per Acre		Age Restrictions		Special Facility Type		Tenure Type
112		0.32	Acres	350	Per Acre	None		N/A		Permanent
Relocation Required?	Commercial Space?	Rental Subsidy?	Operating Subsidy?		HUD 811 Project?	Demolition Required?				
Permanent Only	Yes	Yes	No		Yes	Yes				
UMR 8303 Is the Project a scattered site housing project?				No		If yes, will Project meet the UMR §8303(b) requirements?				
Describe any demolition to be completed (include any structures, parking lots, signage or billboards to be demolished).										
Demolition is required in order to effectuate a lot line adjustment for the final affordable housing development parcel. Detailed information can be found in "Site Control - Additional Information" attachment. Demolition costs are outside of project costs and are structured as a forgivable loan with the City and County of San Francisco Mayor's Office of Housing and Community Development. Demolition will be complete before NTP for positive construction.										
Sponsor or Applicant certifies that at the time of the application due date , the construction or rehabilitation work has not commenced, except for emergency repairs to existing structures required to eliminate hazards or threats to health and safety?										Yes

Describe the Project as of the last HCD award (include existing HCD commitment, number of units, unit characteristics, subsidies, number of buildings, parking, sites, building style)

The Kelsey Civic Center (TKCC) will include 110 units (79 studio, 31 two bedroom) of housing and two manager's units (1 studio, 1 two bedroom) for a total of 112 units, located in one contiguous Type I-construction building. Apartment units will range in average size from 356 sq ft for studios and 726 sq ft for two-bedroom units. 25% of the units will be reserved for people with disabilities that are eligible to receive home and community-based services. The project is designed to meet accessible, service-linked, community-based housing needs for individuals with disabilities. Common spaces will include a community courtyard, roof terrace, large community commons, a small community room that can be divided into two multi-purpose spaces, office for property management and supporting services, as well as building maintenance space. In line with San Francisco Planning and

Has there been changes to the project that requires prior HCD written approvals?

Yes

If you have approval from your existing HCD loan commitment award for **changes**, since award date, attach any prior HCD written approvals authorizing changes to the project. If not, Sponsor is to reach out to the awarded HCD program(s) to receive any approvals to changes that require approval.

File Name:	HCD Approval	Changes to the project from previous awarded HCD projects.	Uploaded to HCD Portal?	Yes
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If any, describe all revisions to the Project since most recent HCD award (number of units, unit characteristics, subsidies, number of buildings, parking, sites, building style.)

In the HCD AHSC application 12 studio units were listed as "unrestricted." As of TCAC application (March 16, 2022) those 12 units are now restricted at 60% TCAC AMI.

Site and Unit Information

Current Use		Proposed Zoning (code and name)		Is Site Improved?	Year Improvements Built?		
Commercial - Vacant		C-3-G - Downtown General		Yes	1907, 1911, 1914		
Rent Control?	Access Road Maintenance	Sponsor Notes					
No	Public						
Site conditions and adjoining land uses							
No	Poor drainage	No	Erosion problems	No	Unstable soil	No	Underground storage tanks
Yes	Possible lead paint	Yes	Possible asbestos	No	Wetlands area	No	On-site stream/creek
No	100-yr. flood plain	Yes	Possible soil pollution	No	Grade 5-10%	No	Grade over 10%
No	Airport within 2 miles	No	Possible high noise level	No	Abandoned well(s)	No	Railroad tracks w/i 100 yards
No	Unusual ingress/egress	No	High water table	No	Retaining wall	No	Ground water contamination

Overview - Project and Applicant Information

Describe adjoining land uses within 300 feet of the Project

West	Van Ness Avenue/California Highway 101 (Public Street), Davies Symphony Hall (Arts Building)
East	101 Grove Street (Municipal Building, Health Clinic), Bill Graham Civic Auditorium (Arts Building)
North	Grove Street (Public Street), San Francisco City Hall (Municipal Building)
South	Dr. Tom Waddell Place (Public Street), San Francisco Conservatory of Music Bowes Center (Student housing, academic building, residential)
Unique Features	

Existing versus proposed Units (include manager's Units)

	Beds	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 + Bdrm	Total # Units	Total # Bedrooms	Total # Buildings	Total # Mgr. Units	Total # of Parking Spaces
Existing		0	0	0	0	0	0	0	0	0	0	0
Proposed		80	0	32	0	0	0	112	144			

Building types

	New Construction			Rehabilitation		
	Units	Stories	Bldgs.	Units	Stories	Bldgs.
Townhouse/Row House						
One or Two Story Walk-Up						
Mid-Rise (3-5 stories)						
High-Rise (6+stories)	112	8	1			
Detached Single Family						
Duplex/4-Plex						
Non-Residential Bldg(s)						
Totals	112	8	1	0	0	0

Unit Size	Baths	Layout	Ave. Sq. Ft.	All Units	Restricted
0 Bdrm.	1	Flat	356	80	79
1 Bdrm.				0	0
2 Bdrm.	1	Flat	726	32	31
3 Bdrm.				0	0
4 Bdrm.				0	0
5 Bdrm.				0	0
Total Units				112	110

Sponsor Notes

Two commercial businesses (office tenants) were required to relocate. No residential relocation required.

Amenities

Unit Amenities/Features

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

Project Amenities

Elevator(s)	<input type="checkbox"/> Yes	2	Laundry Rms.	<input type="checkbox"/> Yes	2	Washers	<input type="checkbox"/> Yes	12	Dryers	<input type="checkbox"/> Yes	12
<input type="checkbox"/> Yes	Community Room	<input type="checkbox"/> Yes	Community Kitchen	<input type="checkbox"/> No	Computer Room	<input type="checkbox"/> Yes	High Speed Internet				
<input type="checkbox"/> No	Fitness Room	<input type="checkbox"/> Yes	Picnic/BBQ Area(s)	<input type="checkbox"/> No	Tot Lot/Playground	<input type="checkbox"/> No	Sports Court				
<input type="checkbox"/> No	Tennis Court	<input type="checkbox"/> No	Swimming Pool	<input type="checkbox"/> No	Jacuzzi/Sauna	<input type="checkbox"/> Yes	Bike Parking				
<input type="checkbox"/> Yes	Roof Deck	<input type="checkbox"/> Yes	Community Courtyard	<input type="checkbox"/> Yes	Secure Parcel Lockers		(Other)				

Security & Other

<input type="checkbox"/> No	Gated Entry	<input type="checkbox"/> Yes	Bldg. Card Key	<input type="checkbox"/> No	Security Patrol	<input type="checkbox"/> Yes	Security Cameras
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Describe any mandatory charges to tenants beyond allowable rents.

N/A

Other On-Site Services?

N/A

Overview - Project and Applicant Information

Overview - Project and Applicant Information

Miscellaneous Information

Residential Space									
Residential Units	80,063	Community Room	1,757	Leasing Office	427	Additional Storage Space	0		
Subtotal Residential SF	82,247								
Maintenance Shop	620	Childcare Center	0	Service Area	2,143	Service Office	753		
(Other)		(Other)		(Other)		(Other)			
Total Residential SF	85,763								
Residential Parking									
Free Residential Parking Spaces									
Uncovered Tenant Parking	0	Covered Tenant Parking	0	Enclosed Tenant Parking	0	Tenant Guest Spaces	0		
Subtotal Parking Spaces	0								
Extra Spaces Tenants Can Rent									
Uncovered Parking	0	Covered Parking	0	Enclosed Parking	0	Total Handicap Parking Spaces	0		
Grand Total Parking Spaces	0								
Commercial Space									
Commercial Square Footage									
Commercial Area	1,430	Offices	0	Childcare Center	0	Storage Space	0	(Other)	0
Total Commercial SF	1,430								
Parking Spaces for Commercial Tenants									
Uncovered	0	Covered Spaces	0	Total Spaces	0				
Describe other available parking for commercial patrons									
N/A									

Income from sources other than residential rents and subsidies

Laundry		Other Leased Spaces					
No. of Units Using Central Laundry	111	Residential		Lease Terms	Sq. Feet	Rent/SF/Mo.	Annual Gross
Weekly Assumed Income Per Unit	\$1.08						\$0
Annual Total Laundry Income	\$6,240						\$0
Residential Parking							\$0
Tenant Rental Spaces	0						\$0
Monthly Income Per Space	\$0						\$0
Annual Residential Parking Income	\$0	Commercial					\$0
Commercial Parking		The Kelsey / Disability Community Cultural Center	Other	1,430	\$0.00	\$1	
Number of Rental Spaces	0						\$0
Monthly Income Per Space	\$0						\$0
Annual Commercial Parking Income	\$0						\$0
Total Income from Other Leased Spaces							\$1

Monthly utility allowance

Utilities	Type of Utility (Gas, Electric, etc.)	Does the owner or tenant pay utilities?	Enter Allowances for Tenant Paid Utilities by Bdrm. Size						
			0 bdrm	1 bdrm	2 bdrms	3 bdrms	4 bdrms	≥5 bdrms	
Heating	Electric	Tenant	\$6		\$11				
Cooking	Electric	Tenant	\$9		\$12				
Other Electric	Electric	Tenant	\$27		\$39				
Air Conditioning	Electric	Owner							
Water Heating	Electric	Owner							
Water	Public	Owner							
Sewer	Public	Owner							
Trash	Public	Owner							
Other									
Total Tenant Utility Allowance			\$42	\$0	\$62	\$0	\$0	\$0	\$0

Overview - Project and Applicant Information

Source for Utility Allowances

Local PHA	No	Name:						Effective date:	1/26/2022
HUD	No	Utility Company (Actual Survey)		CUAC	Yes	Other	No		
Sponsor Notes:									
CUAC updated January 2022 for TCAC/CDLAC application. Utility allowances shown in TCAC/CDLAC and CHA application are different than the AHSC award application.									
File Name:	Utility Allowance	Schedule of Utility Allowances.					Uploaded to HCD Portal?	Yes	

Site Control UMR §8303

For Projects developed in Indian Country, the following exceptions apply: Where site control is a ground lease, the lease agreement between the Tribal Entity and the Project owner is for a period not less than 50 years; and an attorney's opinion regarding chain of title and current title status is acceptable in lieu of a title report. At time of application, does Sponsor, or its wholly controlled affiliate have site control pursuant to UMR §8303? Yes									
Type of site control:	Date	Expires	Extensions Available	Purchase Price	Total Land Area				
Enforceable Option to Lease or Purchase	6/3/2021	6/30/2024	One six-month extension	\$0	0.32	acres			
Current owner	Current owner street address		City	State	Zip code				
City & County of San Francisco	25 Van Ness Avenue, Suite 400		San Francisco	CA	94102				
Below, provide details for unusual site control special circumstances: Please see "Site Control-Additional Information" attachment for description of special circumstances.									
Planned and completed property transfer(s).								Ground Lease planned?	Yes
Lessor			Term	Annual Payment					
City & County of San Francisco			75 years, 24 year extension	\$15,000					
Below, describe property transfers occurring in connection with development of the Project. Please see "Site Control" attachment for description of property transfers.									
File Name:	Site Control	Provide documentation of site control in accordance with UMR §8303.				Uploaded to HCD Portal?	Yes		
File Name:	Preliminary Title Report	Provide a preliminary report. (dated within 30 days of application due date)				Uploaded to HCD Portal?	Yes		
File Name:	Appraisal	If land cost or value is included in the development budget, an appraisal report supporting the cost or value is required.				Uploaded to HCD Portal?	N/A		

California State Prevailing Wage Law

Sponsor certifies that the Project will comply with California State prevailing wage law, as set forth at [Health and Safety Code Part 2, Chapter 6.7, §50675.4?](#) Yes

Relocation See latest MHP Guidelines for more information.

The Sponsor of a Project resulting in displacement of persons, businesses or farm operations shall be solely responsible for providing the assistance and benefits set forth in this section and in applicable state and federal law and shall agree to indemnify and hold harmless the Department from any liabilities or claims for relocation-related costs.

Does Project trigger State Relocation Assistance Law (Title 1, GC, Division 7, Chapter 16, and Title 25 CCR, Subchapter 1, Chapter 6, commencing at Section 6000)?								Yes
Are costs sufficient, pursuant to the relocation plan and included in the Project's Development Budget?								Yes
File Name:	Relocation	Relocation Plan.				Uploaded to HCD Portal?	Yes	
File Name:	HCD Relocation Approval-Denial	HCD Relocation Approval/Denial (if Approved or Denied)				Uploaded to HCD Portal?	N/A	

Sponsor acknowledges and certifies to follow "Other State and Federal Requirements" as stated **Section III of the Housing Accelerator Solicitation.** Yes

Overview - Project and Applicant Information

Project Milestone Schedule

	Completed	Date (Expected / Completed)
Executed binding agreement between the Sponsor and developer of the Project detailing the terms and conditions of the Project development.	No	5/1/2022
Ultimate Site Control of Project site(s).	No	10/15/2022
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	Yes	6/3/2021
Obtaining all necessary and discretionary public land use approvals.	Yes	6/3/2021
Obtaining all enforceable construction funding commitments.	Yes	3/15/2022
Obtaining all enforceable permanent funding commitments including substantially final permanent loan documents, and Tax Credit syndication documents.	No	10/15/2022
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	No	4/15/2022
Commencement of construction.	No	10/15/2022
Construction complete and the filing of the Notice of Completion.	No	5/15/2024
Program funds fully disbursed.	No	5/15/2024
Other (Specify)		
Other (Specify)		

Special comments to Project milestones.

Comments not applicable to milestones: Sponsor does not have confirmation to date from HCD on relocation plan approval.

Project Contacts Information

LEGISLATIVE INFORMATION					
Congressperson Name(s)	District #	State Senator Name(s)	District #	State Assembly Member Name(s)	District #
Congresswoman Nancy Pelosi	14	Senator Scott D. Wiener	11	Vacant	17

Applicant/Sponsor

Note: Sponsor is defined in Health and Safety Code sections 50675.2 and 50669, and may comprise of one or more entities. Sponsor is the entity having demonstrated prior experience in the development and ownership of affordable housing and having current capacity, including human and financial resources, which will have substantial and continuing control of the Rental Housing Development. Enter the name of the entity meeting this definition as Applicant/Sponsor #1 (Sponsor should be the same as the Sponsor for the existing HCD award).

Sponsor #1		Entity Name	Mercy Housing California			
Eligible Sponsor Type	Other legal entity		Organization Type	Non-profit Public Benefit Corporation		
Address	1256 Market Street		City	San Francisco		State CA Zip 94102
Auth Rep	Barbara Gualco	Title	Vice President	Email	bgualco@mercyhousing.org Phone 415.355.7100	
Contact	Fiona Ruddy	Title	Project Developer	Email	fiona.ruddy@mercyhousing.org Phone 415.355.7160	
Address	1256 Market Street		City	San Francisco		State CA Zip 94102
File Name:	Spon1 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.			Uploaded to HCD?	Yes
File Name:	Spon1 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.			Uploaded to HCD?	Yes
File Name:	Spon1 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.			Uploaded to HCD?	Yes
File Name:	Spon1 FI\$CAL TIN Form	The TIN form must be submitted by all governmental entity Applicants.			Uploaded to HCD?	N/A
File Name:	Spon1 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.			Uploaded to HCD?	Yes
File Name:	Spon1 OrgChart	Sponsor Organization Chart.			Uploaded to HCD?	Yes
File Name:	Spon1 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.			Uploaded to HCD?	Yes
File Name:	Spon1 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.			Uploaded to HCD?	Yes
File Name:	Spon1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations. (Non-Profits Only)			Uploaded to HCD?	Yes

Sponsor #2		Entity Name	The Kelsey			
Eligible Sponsor Type	Other legal entity		Organization Type	Non-profit Public Benefit Corporation		
Address	1460 Mission Street		City	San Francisco		State CA Zip 94103
Auth Rep	Micaela Connery	Title	Chief Executive Officer	Email	micaela@thekelsey.org Phone (860) 573-7392	
Contact	Ariana Cernius	Title	Senior Project Developer	Email	ariana@thekelsey.org Phone (310) 916-6426	
Address	1460 Mission Street		City	San Francisco		State CA Zip 94103
File Name:	Spon2 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.			Uploaded to HCD?	Yes
File Name:	Spon2 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.			Uploaded to HCD?	Yes
File Name:	Spon2 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.			Uploaded to HCD?	Yes
File Name:	Spon2 FI\$CAL TIN Form	The TIN form must be submitted by all governmental entity Applicants.			Uploaded to HCD?	N/A
File Name:	Spon2 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.			Uploaded to HCD?	Yes
File Name:	Spon2 OrgChart	Sponsor Organization Chart.			Uploaded to HCD?	Yes
File Name:	Spon2 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.			Uploaded to HCD?	Yes
File Name:	Spon2 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.			Uploaded to HCD?	Yes
File Name:	Spon2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations. (Non-Profits Only)			Uploaded to HCD?	Yes

Sponsor #3		Entity Name	The City and County of San Francisco							
Eligible Sponsor Type		Local Public Entity			Organization Type		Public Agency			
Address	1 S Van Ness Ave			City	San Francisco		State	CA	Zip	94103
Auth Rep	Mara Blitzer		Title	Director of Housing Developm	Email	mara.blitzer@sfgov.org		Phone	(415) 350-7831	
Contact	Anne Romero		Title	Senior Project Manager	Email	anne.romero@sfgov.org		Phone	(415) 203-4951	
Address	1 S Van Ness Ave			City	San Francisco		State	CA	Zip	94103
File Name:	Spon3 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.					Uploaded to HCD?	No		
File Name:	Spon3 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.					Uploaded to HCD?	Yes		
File Name:	Spon3 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.					Uploaded to HCD?	No		
File Name:	Spon3 FISCAL TIN Form	The TIN form must be submitted by all governmental entity Applicants.					Uploaded to HCD?	Yes		
File Name:	Spon3 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.					Uploaded to HCD?	No		
File Name:	Spon3 OrgChart	Sponsor Organization Chart.					Uploaded to HCD?	No		
File Name:	Spon3 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.					Uploaded to HCD?	No		
File Name:	Spon3 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.					Uploaded to HCD?	Yes		
File Name:	Spon3 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations. (Non-Profits Only)					Uploaded to HCD?	N/A		

Owner/Borrower Entity		Legal name	The Kelsey Civic Center, L.P.											
Organization type		Limited Partnership			Address		1256 Market Street		City	San Francisco	State	CA	Zip	94102
Auth. Rep	Barbara Gualco		Title	Vice President	Email	bgualco@mercyhousing.org		Phone	415.355.7100					
Contact	Fiona Ruddy		Title	Project Developer	Email	fiona.ruddy@mercyhousing.org		Phone	415.355.7160					
Address	1256 Market Street			City	San Francisco		State	CA	Zip	94102				
File Name	Bwr Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.					Uploaded to HCD?	Yes						
File Name	Bwr Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.					Uploaded to HCD?	Yes						
File Name	Bwr Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.					Uploaded to HCD?	Yes						
File Name	Bwr FISCAL TIN Form	Reference Taxpayer Identification Number (TIN) (public entities ONLY) on the Accelerator webpage.					Uploaded to HCD?	N/A						
File Name	Bwr Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.					Uploaded to HCD?	Yes						
File Name	Bwr OrgChart	Must demonstrate Sponsor control of the Borrower consistent with UMR §8313.2.					Uploaded to HCD?	Yes						
File Name	Bwr OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.					Uploaded to HCD?	Yes						
File Name	Bwr Signature Block	Reference Sponsor Certification Worksheet.					Uploaded to HCD?	Yes						
File Name	Bwr Tax-Exempt Status	Evidence of tax-exempt status from IRS and evidence of tax-exempt status from FTB for Corporations. (if applicable)					Uploaded to HCD?	Yes						
File Name	EIN Verification	IRS Form SS-4.					Uploaded to HCD?	Yes						

Administrative General Partner 1		Member Type	The Kelsey Civic Center LLC							
Legal name		The Kelsey Civic Center LLC			Organization type		Limited Liability Company			
Address	1460 Mission Street			City	San Francisco		State	CA	Zip	94103
Auth Rep	Micaela Connery		Title	Chief Executive Officer	Email	micaela@thekelsey.org		Phone	(860) 573-7392	
Contact	Ariana Cernius		Title	Senior Project Developer	Email	ariana@thekelsey.org		Phone	(310) 916-6426	
Address	1460 Mission Street			City	San Francisco		State	CA	Zip	94103
File Name	AGP1 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.					Uploaded to HCD?	Yes		
File Name	AGP1 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.					Uploaded to HCD?	Yes		
File Name	AGP1 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.					Uploaded to HCD?	Yes		
File Name	AGP1 FISCAL TIN Form	Reference Taxpayer Identification Number (TIN) (public entities ONLY) on the Accelerator webpage.					Uploaded to HCD?	N/A		
File Name	AGP1 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.					Uploaded to HCD?	Yes		
File Name	AGP1 OrgChart	AGP Organization Chart.					Uploaded to HCD?	Yes		
File Name	AGP1 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.					Uploaded to HCD?	Yes		
File Name	AGP1 Signature Block	Reference Sponsor Certification Worksheet.					Uploaded to HCD?	Yes		
File Name	AGP1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and evidence of tax-exempt status from FTB for Corporations. (if applicable)					Uploaded to HCD?	Yes		

Administrative General Partner 2		Member Type	South of Market Mercy Housing							
Legal name		South of Market Mercy Housing			Organization type		Non-profit Public Benefit Corporation			
Address	1256 Market Street			City	San Francisco		State	CA	Zip	94102
Auth Rep	Barbara Gualco		Title	Vice President	Email	bgualco@mercyhousing.org		Phone	415.355.7100	
Contact	Fiona Ruddy		Title	Project Developer	Email	fiona.ruddy@mercyhousing.org		Phone	415.355.7160	

California Housing Accelerator Application

Address	1256 Market Street		City	San Francisco	State	CA	Zip	94102
File Name	AGP2 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.				Uploaded to HCD?	Yes	
File Name	AGP2 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.				Uploaded to HCD?	Yes	
File Name	AGP2 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.				Uploaded to HCD?	Yes	
File Name	AGP2 F\$SCAL TIN Form	Reference Taxpayer Identification Number (TIN) (public entities ONLY) on the Accelerator webpage.				Uploaded to HCD?	N/A	
File Name	AGP2 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.				Uploaded to HCD?	Yes	
File Name	AGP2 OrgChart	AGP Organization Chart.				Uploaded to HCD?	Yes	
File Name	AGP2 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.				Uploaded to HCD?	Yes	
File Name	AGP2 Signature Block	Reference Sponsor Certification Worksheet.				Uploaded to HCD?	Yes	
File Name	AGP2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and evidence of tax-exempt status from FTB for Corporations. (if applicable)				Uploaded to HCD?	Yes	

Managing General Partner		Member Type	Mercy Kelsey Civic Center LLC						
Legal name	Mercy Kelsey Civic Center LLC				Organization type	Limited Liability Company			
Address	1256 Market Street			City	San Francisco	State	CA	Zip	94102
Auth Rep	Ramie Dare		Title	Vice President	Email	rdare@mercyhousing.org		Phone	415.355.7100
Contact	Fiona Ruddy		Title	Project Developer	Email	fiona.ruddy@mercyhousing.org		Phone	415.355.7160
Address	1256 Market Street			City	San Francisco	State	CA	Zip	94012
File Name	MGP Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.					Uploaded to HCD?	Yes	
File Name	MGP Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.					Uploaded to HCD?	Yes	
File Name	MGP Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.					Uploaded to HCD?	Yes	
File Name	MGP F\$SCAL TIN Form	Reference Taxpayer Identification Number (TIN) (public entities ONLY) on the Accelerator webpage.					Uploaded to HCD?	N/A	
File Name	MGP Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.					Uploaded to HCD?	Yes	
File Name	MGP OrgChart	AGP Organization Chart.					Uploaded to HCD?	Yes	
File Name	MGP OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.					Uploaded to HCD?	Yes	
File Name	MGP Signature Block	Reference Sponsor Certification Worksheet.					Uploaded to HCD?	Yes	
File Name	MGP Tax-Exempt Status	Evidence of tax-exempt status from IRS and evidence of tax-exempt status from FTB for Corporations. (if applicable)					Uploaded to HCD?	Yes	

Manager of LLC		Member Type	Mercy Housing Calwest						
Legal name	Mercy Housing Calwest				Organization type	Non-profit Public Benefit Corporation			
Address	1256 Market Street			City	San Francisco	State	CA	Zip	94102
Auth Rep	Barbara Gualco		Title	Vice President	Email	bgualco@mercyhousing.org		Phone	415.355.7100
Contact	Fiona Ruddy		Title	Project Developer	Email	fiona.ruddy@mercyhousing.org		Phone	415.355.7160
Address	1256 Market Street			City	San Francisco	State	CA	Zip	94102
File Name	MLLC Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.					Uploaded to HCD?	Yes	
File Name	MLLC Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.					Uploaded to HCD?	Yes	
File Name	MLLC Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.					Uploaded to HCD?	Yes	
File Name	MLLC F\$SCAL TIN Form	Reference Taxpayer Identification Number (TIN) (public entities ONLY) on the Accelerator webpage.					Uploaded to HCD?	N/A	
File Name	MLLC Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.					Uploaded to HCD?	Yes	
File Name	MLLC OrgChart	AGP Organization Chart.					Uploaded to HCD?	Yes	
File Name	MLLC OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.					Uploaded to HCD?	Yes	
File Name	MLLC Signature Block	Reference Sponsor Certification Worksheet.					Uploaded to HCD?	Yes	
File Name	MLLC Tax-Exempt Status	Evidence of tax-exempt status from IRS and evidence of tax-exempt status from FTB for Corporations. (if applicable)					Uploaded to HCD?	Yes	

Financial Consultant										
Legal name	California Housing Partnership		Contact	Mengxin Zhou	Email	mzhou@chpc.net				
Phone	415.433.6804	Address	369 Pine Street, Suite 300		City	San Francisco	State	CA	Zip	94104

Borrower Legal Counsel										
Legal name	Gubb & Barshay LLP		Contact	Evan Gross	Email	egross@gubbandbarshay.com				
Phone	415.781.6600	Address	505 14th Street, Suite 450		City	Oakland	State	CA	Zip	94612

Property Management Agent										
Legal name	Mercy Housing Management Group		Contact	Jacque Hoffman	Email	jhoffman@mercyhousing.org				
Phone	415.355.7100	Address	1256 Market Street		City	San Francisco	State	CA	Zip	94102

Primary Service Provider										
Legal name	Mercy Housing California		Contact	Alvin Tuvilla	Email	ATuvilla@mercyhousing.org				
Phone	(916) 414-4474	Address	2512 River Plaza Drive, Suite 200		City	Sacramento	State	CA	Zip	95833

General Contractor										
Legal Name	Cahill Contractors LLC		Contact	Arash Baradaran	Email	abaradaran@cahill-sf.com				
Phone	(415) 677-0628	Address	425 California Street, Suite 2200		City	San Francisco	State	CA	Zip	94104

Architect										
Legal name	Santos Prescott and Associates		Contact	Bruce Prescott	Email	bruce@santosprescott.com				
Phone	415.908.3767	Address	1228 Folsom Street, #102		City	San Francisco	State	CA	Zip	94103

Rent/Operating Subsidy Source										
Legal name	California Housing Finance Agency		Contact	Cristina Green	Email	CGreen@CalHFA.ca.gov				
Phone	310.342.5429	Address	100 Corporate Pointe, Ste. 250		City	Culver City	State	CA	Zip	90230

Rent/Operating Subsidy Source									
Legal name			Contact		Email				
Phone		Address		City		State		Zip	

Additional Requirements Modeled on CDLAC & TCAC

Special Needs Occupancy Requirements

If the most recent CDLAC-TCAC application showed targeting a special needs population, Accelerator requires the same number of units targeting this population. Does the CDLAC TCAC Joint Application show the project serving a special needs population?

No

Service Amenities

Is the project subject to HCD approval of a supportive or resident services plan, as the result of funding another HCD program?

No

If no, the project must provide the service amenities shown in the most recent CDLAC-TCAC joint application.

Indicate below which ones these are:

Service Coordinator. Responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants to access services through referral and advocacy, and (c) organizing community-building and/or other enrichment activities for tenants (such as holiday events, tenant council, etc.).

Yes

Minimum ratio of 1 Full Time Equivalent (FTE) Service Coordinator to 600 bedrooms

Other Services Specialist. Must provide individualized assistance, counseling and/or advocacy to tenants, such as to assist them to access education, secure employment, secure benefits, gain skills or improve health and wellness. Includes, but is not limited to: Vocational/Employment Counselor, ADL or Supported Living Specialist, Substance Abuse or Mental Health Counselor, Peer Counselor, Domestic Violence Counselor.

No

Minimum ratio of 1 FTE Services Specialist to 600 bedrooms

Instructor-led adult educational, health and wellness, or skill building classes. Includes but is not limited to: financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation, and smoking cessation classes. Drop-in computer labs, monitoring or technical assistance shall not qualify.

Yes
No
Yes

Minimum of 84 hours instruction each year (42 hours for small developments of 20 units or less)

Minimum of 60 hours instruction each year (30 hours for small developments of 20 units or less)

Health and wellness services and programs. Such services and programs shall provide individualized support to tenants (not group classes) and need not be provided by licensed individuals or organizations. Includes, but is not limited to visiting nurses programs, intergenerational visiting programs, or senior companion programs.

No
No
No

Minimum of 100 hours of services per year for each 100 bedrooms

Minimum of 60 hours of services per year for each 100 bedrooms

After school program for school age children. Includes, but is not limited to tutoring, mentoring, homework club, art and recreational activities. (Only for large family projects or other projects in which at least 25% of Low-Income Units are 3 bedrooms or larger):

No
No
No

Minimum of 10 hours per week, offered weekdays throughout the school year

Minimum of 6 hours per week, offered weekdays throughout the school year

Licensed child care. Shall be available 20 hours or more per week, Monday through Friday, to residents of the development. (Only for large family projects or other projects in which at least 25% of Low-Income Units are 3 bedrooms or larger.)

No

Case Manager. Responsibilities must include (but are not limited to) working with tenants to develop and implement an individualized service plan, goal plan or independent living plan.

No

Minimum ratio of 1 Full Time Equivalent (FTE) Case Manager to 100 bedrooms

Health or behavioral health services provided by appropriately-licensed organization or individual. Includes but is not limited to: health clinic, adult day health center, medication management services, mental health services and treatment, substance abuse services and treatment.

No

All projects must comply with the accessibility requirements specified in the 2021 TCAC regulations, as well as applicable federal requirements. Compliance will be verified at the time of permanent financing closing through a certification from either the project architect or a Certified Access Specialist (CASp).

Sponsor hereby acknowledges that they will comply with the requirements indicated with a "Yes" in the selection below:

All new construction projects shall adhere to the provisions of California Building Code (CBC) Chapter 11(B) regarding accessibility to privately owned housing made available for public use in all respects except as follows: instead of the minimum requirements established in 11B 233.3.1.1 and 11B 233.3.1.3, all new construction projects must provide a minimum of fifteen percent (15%) of the Restricted Units with mobility features, as defined in CBC 11B 809.2 through 11B 809.4, and a minimum of ten percent (10%) of the Restricted Units with communications features, as defined in CBC 11B 809.5. These units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project consistent with 24 CFR Section 8.26.

Yes

Rehabilitation projects shall provide a minimum of ten percent (10%) of the Restricted Units with mobility features, as defined in CBC 11B 809.2 through 11B 809.4, and four percent (4%) with communications features, as defined in CBC 11B 809.5. To the maximum extent feasible and subject to reasonable health and safety requirements, these units shall be distributed throughout the project consistent with 24 CFR Section 8.26. At least one of each common area facility type and amenity, as well as paths of travel between accessible units and such facilities and amenities, the building entry and public right of way, and the leasing office or area shall also be made accessible utilizing CBC Chapter 11(B) as a design standard. In all other respects, applicable building code will apply. Projects with particular federal, state, or local funding sources may be required to meet additional accessibility requirements related to these other sources.

Yes

The Department will accept waivers approved by TCAC. If TCAC has not acted on a waiver request, the Department may also approve a waiver for a rehabilitation project, provided that the applicant and architect demonstrate that full compliance would be impractical or create an undue financial burden.

Do you anticipate your project will need a waiver for the above-noted ADA requirements?

No

Applicant certifies that all new and existing Tax Credit projects with fully accessible units for occupancy by persons with mobility impairments or hearing, vision or other sensory impairments shall provide a preference for those units as follows:

Yes

(A) First, to a current occupant of another unit of the same project having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or if no such occupant exists, then

(B) Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit. When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the owner or manager shall require the applicant to agree (and may incorporate this agreement in the lease) to move to a non-accessible unit when available. Owners and managers shall adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with handicaps, and shall take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of the particular unit.

Applicant certifies that Projects must also comply with the Americans with Disabilities Act, Title II, and either the Uniform Federal Accessibility Standards (UFAS) standards, 24 C.F.R. Part 8, or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Part 8.26.

Yes

Unit Mix

TCAC/CDLAC Application			AHSC			The Kelsey Civic Center Current/Accelerator Proposed Unit Mix (most restrictive from all programs)							
112	64		112	64		112	64		0	0	0	110	2
Total Units	# of Bdmrs	Income limit (% of AMI)	Total Units	# of Bdmrs	Income limit (% of AMI)	Total Units	# of Bdmrs	Income limit (% of AMI)	Supportive Housing	Special Needs NOT Homeless	Homeless Units	Total Restricted Units	Total Unrestricted Units
24	0	20%	24	0	20%	24	0	20%	0	0	0	24	
2	0	30%	2	0	25%	2	0	25%	0	0	0	2	
4	2	30%	4	2	25%	4	2	25%	0	0	0	4	
4	2	50%	4	2	40%	4	2	40%	0	0	0	4	
11	0	60%	11	0	45%	11	0	45%	0	0	0	11	
9	2	50%	9	2	45%	9	2	45%	0	0	0	9	
10	0	60%	14	2	55%	10	0	55%	0	0	0	10	
14	2	60%	30	0	60%	14	2	60%	0	0	0	14	
32	0	60%	12	0	Market	32	0	60%	0	0	0	32	
1	0	Manager	1	0	Manager	1	0	Manager	0	0	0		1
1	2	Manager	1	2	Manager	1	2	Manager	0	0	0		1

Annual Income And Expenses

EMPLOYEE INFORMATION

No.	FTE	Employee Job Title	TCAC /CDLAC App		AHSC		Current Accelerator		Comments
			Wages	Free Rent	Wages	Free Rent	Wages	Free Rent	
1	1.00	On-Site Manager(s)	\$85,975	\$0	\$83,200	\$0	\$85,975	\$0	
1	1.00	On-Site Assistant Manager(s)	\$48,931	\$0	\$48,920	\$0	\$48,931	\$0	
		Supportive Services Staff Supervisor(s)	\$0						
1	1.00	Supportive Services Coordinator, On-Site	\$73,650		\$70,000		\$73,650		
		Other Supportive Services Staff (inc. Case Manager)							
2	2.00	On-Site Maintenance Employee(s)	\$104,824		\$100,828		\$104,824		
		On-Site Leasing Agent/Administrative Employee(s)							
		On-Site Security Employee(s)							
		Other (Specify)							
		Other (Specify)							
Acct. No.		Total Salaries and Value of Free Rent Units	\$313,380	\$0	\$302,948	\$0	\$313,380	\$0	
6711		Payroll Taxes	\$25,538		\$30,913		\$25,538		
6722		Workers Compensation	\$5,907		\$20,295		\$5,907		
6723		Employee Benefits	\$112,348		\$91,417		\$112,348		
		Employee(s) Payroll Taxes, Workers Comp. & Benefits	\$143,793		\$142,625		\$143,793		
		Total Employee(s) Expenses	\$457,173		\$445,573		\$457,173		

EMPLOYEE UNITS

Income Limit	Job Title(s) of Employee(s) Living On-Site	Bedrooms	SF	Bedrooms	SF	Bedrooms	SF	Comments
None	On-Site Manager(s)	2	726	2	726	2	726	
None	On-Site Assistant Manager(s)	0	356	0	356	0	356	
Total Square Footage			1,082		1,082		1,082	

ANNUAL OPERATING BUDGET

Acct. No.	Revenue - Income	Residential		Commercial		Residential		Commercial		Comments
		Residential	Commercial	Residential	Commercial	Residential	Commercial			
5120/5140	Rent Revenue - Gross Potential		\$1		\$1		\$1		\$1	
	Restricted Unit Rents	\$1,787,424		\$1,566,168		\$1,787,424				
	Unrestricted Unit Rents			\$241,200		\$0				
5121	Tenant Assistance Payments									
	Section 811 PRAC	\$312,864		\$0		\$315,360				
						\$0				
	Operating Subsidies									
	Other: (Specify)									
5910	Laundry and Vending Revenue	\$6,240		\$6,240		\$6,240				
5170	Garage and Parking Spaces					\$0		\$0		
5990	Miscellaneous Rent Revenue									
	Gross Potential Income (GPI)	\$2,106,528	\$1	\$1,813,608	\$1	\$2,109,024		\$1		
5220/5240	Vacancy Rate: Restricted Units	5.0%		5.0%		5.0%		5.0%		
	Vacancy Rate: Unrestricted Units	5.0%		5.0%		5.0%		5.0%		
	Vacancy Rate: Tenant Assistance Payments	5.0%		5.0%		5.0%		5.0%		
	Vacancy Rate: Other: (Specify)	5.0%		5.0%		5.0%		5.0%		
	Vacancy Rate: Laundry & Vending & Other Income	5.0%		5.0%		5.0%		5.0%		
	Vacancy Rate: Commercial Income		50.0%		50.0%			50.0%		
	Vacancy Loss(es)	\$105,326	\$1	\$90,680	\$1	\$105,451	\$0		\$0	
	Effective Gross Income (EGI)	\$2,001,202	\$1	\$1,722,928	\$1	\$2,003,572		\$0		

Acct. No.	Administrative Operating Expenses	Residential	Commercial	Residential	Commercial	Residential	Commercial	Comments
6203	Conventions and Meetings	\$0		\$0		\$0		
6210	Advertising and Marketing	\$3,120		\$3,120		\$3,120		
6250	Other Renting Expenses	\$0		\$0		\$0		
6310	Office/Administrative Salaries -- from above	\$0		\$0		\$0		
6311	Office Expenses	\$0		\$0		\$0		
6312	Office or Model Apartment Rent	\$0		\$0		\$0		
6320	Management Fee	\$87,360		\$83,460		\$87,360		
6330	Site/Resident Manager(s) Salaries -- from above	\$134,906		\$132,120		\$134,906		
6331	Administrative Free Rent Unit -- from above	\$0		\$0		\$0		
6340	Legal Expense -- Project	\$6,000		\$2,500		\$6,000		
6350	Audit Expense	\$11,000		\$10,000		\$11,000		
6351	Bookkeeping Fees/Accounting Services	\$16,800		\$17,050		\$16,800		
6390	Miscellaneous Administrative Expenses	\$70,916		\$62,707		\$70,916		
6263T	Total Administrative Expenses	\$330,102	\$0	\$310,957	\$0	\$330,102	\$0	
Utilities Expenses		Residential	Commercial	Residential	Commercial	Residential	Commercial	Comments
6450	Electricity	\$48,272		\$46,117		\$48,272		
6451	Water	\$87,344		\$83,252		\$87,344		
6452	Gas	\$0		\$0		\$0		
6453	Sewer	\$87,344		\$83,252		\$87,344		
	Other Utilities: (Specify)	\$0		\$0		\$0		
6400T	Total Utilities Expenses	\$222,960	\$0	\$212,621	\$0	\$222,960	\$0	
Operating and Maintenance Expenses		Residential	Commercial	Residential	Commercial	Residential	Commercial	Comments
6510	Payroll -- from above	\$104,824		\$100,828		\$104,824		
6515	Supplies	\$14,640		\$0		\$14,640		
6520	Contracts	\$88,520		\$99,160		\$88,520		
6521	Operating & Maintenance Free Rent Unit -- from above	\$0		\$0		\$0		
6525	Garbage and Trash Removal	\$48,257		\$48,257		\$48,257		
6530	Security Contract	\$116,000		\$35,000		\$116,000		
6531	Security Free Rent Unit -- from above	\$0		\$0		\$0		
6546	Heating/Cooling Repairs and Maintenance	\$19,136		\$19,136		\$19,136		
6548	Snow Removal	\$0		\$0		\$0		
6570	Vehicle & Maintenance Equipment Operation/Reports	\$0		\$0		\$0		
6590	Miscellaneous Operating and Maintenance Expenses	\$0		\$0		\$0		
6500T	Total Operating and Maintenance Expenses	\$391,377	\$0	\$302,381	\$0	\$391,377	\$0	
Taxes and Insurance		Residential	Commercial	Residential	Commercial	Residential	Commercial	Comments
6710	Real Estate Taxes	\$2,500		\$2,500		\$2,500		
6711	Payroll Taxes (Project's Share) -- from above	\$25,538		\$30,913		\$25,538		
6720	Property and Liability Insurance (Hazard)	\$140,000		\$140,000		\$140,000		
6729	Other Insurance (e.g. Earthquake)	\$0		\$0		\$0		
6721	Fidelity Bond Insurance	\$0		\$0		\$0		
6722	Worker's Compensation -- from above	\$5,907		\$20,295		\$5,907		
6723	Health Insurance/Other Employee Benefits--from above	\$112,348		\$91,417		\$112,348		
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	\$5,000		\$5,000		\$5,000		
6700T	Total Taxes and Insurance	\$291,293	\$0	\$290,125	\$0	\$291,293	\$0	
Supportive Services Costs		Residential	Commercial	Residential	Commercial	Residential	Commercial	Comments
6990	Staff Supervisor(s) Salaries - from above	\$0		\$0		\$0		
6990	Services Coordinator Salaries, On-Site - from above	\$73,650		\$70,000		\$73,650		
6990	Other Supportive Services Staff Salaries - from above	\$0		\$0		\$0		
6990	Supportive Services Admin Overhead	\$0		\$0		\$0		
6990	Other Supportive Services Costs: Supplies	\$9,582		\$9,600		\$9,582		
6990	Other Supportive Services Costs: (Specify)	\$0		\$0		\$0		
6900T	Total Supportive Services Costs	\$83,232	\$0	\$79,600	\$0	\$83,232	\$0	
	Total Operating Expenses	\$1,318,964	\$0	\$1,195,684	\$0	\$1,318,964	\$0	

Funded Reserves		Residential	Commercial	Residential	Commercial	Residential	Commercial	Comments
7210	Required Replacement Reserve Deposits	\$56,000		\$56,000		\$56,000		
7220	Other Reserves: (Specify)							
7230	Other Reserves: (Specify)							
7240	Other Reserves: (Specify)							
Total Reserves		\$56,000	\$0	\$56,000	\$0	\$56,000	\$0	

Ground Lease		Residential	Commercial	Residential	Commercial	Residential	Commercial	Comments
Ground Lease		\$15,000		\$15,000		\$15,000		
Total Ground Lease		\$15,000	\$0	\$15,000	\$0	\$15,000	\$0	
Net Operating Income		\$611,238	\$1	\$456,244	\$1	\$613,608	\$0	

Financial Expenses		Residential	Commercial	Residential	Commercial	Residential	Commercial	Comments
6820	1st Mortgage Debt Service (Perm Loan)	\$432,345		\$298,825		\$446,523		
6830	2nd Mortgage Debt Service (Specify)							
6830	3rd Mortgage Debt Service (Specify)							
6840	Affordable Housing Sustainable Communities (AHSC) .42% Fee	\$84,000		\$84,000		\$84,000		
6890	Other HCD .42% Fee (Specify)							
6890	Other HCD .42% Fee (Specify)							
6890	Bond Issuer Fee	\$8,464		\$7,500				
6890	Miscellaneous Financial Expenses (Specify)							
6800T	Total Financial Expenses	\$524,809	\$0	\$390,325	\$0	\$530,523	\$0	
Cash Flow		\$86,429	\$1	\$65,919	\$1	\$83,085	\$0	

7190	Asset Management/Similar Fees	\$0	\$0	\$32,630	\$0	\$0	\$0	
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Total Operating Expenses Per Unit		Per Year	Per Month	Per Year	Per Month	Per Year	Per Month	Comments
Without any Adjustments		\$11,776	\$981	\$10,676	\$890	\$11,993	\$999	
With the Value of Rent-Free Units Included		\$11,776	\$981	\$10,676	\$890	\$11,776	\$981	
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included		\$10,801	\$900	\$9,743	\$812	\$11,011	\$918	

File Name	Op Exp Compare	Submit at least 3 operating expense comparables for similar projects located in the same market area. Projects should be affordable housing projects similar in size, type, amenities and population to the proposed project. One comparable may be submitted for a 100% market rate project if unable to locate affordable housing comparables. The most recent two years audited statements for each comparable is preferred, if available. Additional information may be required.	Uploaded to HCD Portal?	Yes	
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Supportive Services Costs - HCD 2017 UMR Limits (for projects with HCD funding)

<p>HCD UMR §8301(t): "Supportive Services" - social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits.</p>							
<p>HCD UMR §8301(u): "Supportive Services Costs" - the costs of providing tenants service coordination, case management, and direct resident and Supportive Services. It includes: (1) the cost of providing tenants with information on and referral to social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits; (2) salaries, benefits, contracted services, telecommunication expenses, travel costs, supplies, office expenses, staff training, maintenance of on-site equipment used in services programs, such as computer labs, incidental costs related to resident events, and other similar costs approved by the Department.</p>							
A. Supportive Services Units:	Total number of units:	112	Maximum cost baseline year:	2022	Total Units	Max PUPY Expense	Max Costs
(1) UMR §8314(e)(1): Total number of Supportive Housing (SH) units anticipated to be restricted to individuals or families experiencing chronic homelessness as defined consistent with Health and Safety Code (HSC) §50675.14 .					0	\$4,617	\$0
(2) UMR §8314(e)(2): Total number of Supportive Housing (SH) units (other than those restricted to individuals or families experiencing chronic homelessness pursuant to HSC §50675.14), PLUS the total number of units restricted to occupancy by Special Needs Populations (SNP)* under any HCD program. (*click here for definition - §7301(s) of the MHP Guidelines) Do not include units included in (1) above.					0	\$3,461	\$0
(3) UMR §8314(e)(3): Total number of units where the Sponsor, their affiliate, or a service provider under contract to provide Supportive Services at the Project has both: (A) qualified staff devoted exclusively to oversight and quality control of resident services in affordable housing, including the Project; and (B) a system to track and report on tenant outcomes, such as changes in employment status and income. Do not include units included in items (1) and (2) above.					110	\$1,189	\$130,790
(4) UMR §8314(e)(4): Total number of units anticipated to be offered Supportive Services provided by the Project Sponsor, a Sponsor affiliate, or contracted service provider that do not satisfy the criteria in items (1), (2) and (3) above.					0	\$283	\$0
(5) Maximum Supportive Services Costs					110		\$130,790

Development Sources		Construction Totals											Current Construction Terms			Current Permanent Terms						Current Details of Deferred Costs			
Construction / Permanent	Committed ?	Source Name (lien priority order)	Source Type	Lien No.	#REF!			#REF!			Current Accelerator Residential Amount	Current Accelerator Commercial Amount	Current Accelerator Total Amount	Current Interest Rate	Current Required Payment	Current Loan Term (months)	Current Interest		Current Repayment Terms			Deferred Amount	Description		
					\$1,434,971	\$1,434,971	\$80,664,959	\$79,061,371	\$1,141,740	\$80,203,111							\$77,011,395	\$1,421,478	\$78,432,873	Rate	Type			Amortizing Period (yrs.)	Type
Construction	Yes	Tax-Exempt Construction Loan	Private	1	\$40,465,765		\$40,465,765																		
Construction	Yes	Conventional Construction Loan	Private	2	\$17,309,915		\$17,309,915																		
Construction	Yes	San Francisco MOHCD Gap Loan	Local	3	\$12,150,000		\$12,150,000																		
Construction	Yes	The Kelsey Sponsor Loan	Other	4	#REF!	\$1,434,971	#REF!																		
							\$0																		
							\$0																		
							\$0																		
							\$0																		
							\$0																		
							\$0																		
							\$0																		
							\$0																		
Construction	Yes	Deferred Developer Fees					\$0																		
Construction	Yes	Other Deferred Costs			\$3,715,837		\$3,715,837																		
		Developer Fee Contribution					\$0																		
		GP Equity			\$100		\$100																		
Construction	Yes	Gross Tax Credit Equity	Private		\$3,472,163		\$3,472,163																		
Construction	Yes	Tax-Exempt Construction Loan	Private	1			\$41,153,241	\$0	\$41,153,241																
Construction	Yes	Conventional Construction Loan	Private	1			\$13,635,140	\$0	\$13,635,140																
Construction	Yes	San Francisco MOHCD Gap Loan	Local	2			\$11,858,260	\$1,141,740	\$13,000,000																
Construction	No	HCD IIG QIP Grant	State-HCD	3			\$4,739,926	\$0	\$4,739,926																
							\$0		\$0																
							\$0		\$0																
							\$0		\$0																
							\$0		\$0																
							\$0		\$0																
							\$0		\$0																
Construction	Yes	Deferred Developer Fees	Other				\$914,784	\$0	\$914,784																
Construction	Yes	Other Deferred Costs					\$3,126,580	\$0	\$3,126,580																
		Developer Fee Contribution					\$0		\$0																
		GP Equity					\$0		\$0																
Construction	Yes	Gross Tax Credit Equity	Private				\$3,633,440	\$0	\$3,633,440																

Construction	Yes	Taxable Construction Loan	Private	1						\$60,982,873		\$60,982,873	4.73%	Interest Only	29					\$50,000	Title/Recording/Escrow - Perm
Construction	Yes	SF MOHCD Loan	Local	2						\$12,150,000		\$12,150,000	3.00%	Deferred	29					\$35,000	Owner Legal - Perm Closing
Construction	Yes	The Kelsey Sponsor Loan	Private	3						\$3,878,522	\$1,421,478	\$5,300,000	3.00%	Deferred	29					\$48,420	Other Consultants
												\$0								\$961,919	Capitalized Operating Reserve
												\$0								\$1,870,000	Developer Fee
												\$0								\$20,000	Perm Lender Counsel
												\$0								\$33,355	Perm Loan Origination
												\$0								\$769,832	Accrued/Deferred Interest on S
												\$0									
												\$0									
												\$0									
												\$0									
		Other Deferred Costs								\$3,788,526		\$3,788,526									
		GP Equity										\$0									
		Equity Investor										\$0									
Permanent																					
Permanent	Yes	Tax-Exempt Perm Loan	Private	1	\$6,867,000					\$6,867,000											
Permanent	Yes	HCD AHSC - Loan	State-HCD	2	\$20,000,000					\$20,000,000											
Permanent	Yes	San Francisco MOHCD Gap Loan	Local	3	\$12,150,000					\$12,150,000											
Permanent	No	FHLB AHP	Other	4	\$1,000,000					\$1,000,000											
Permanent	Yes	The Kelsey Sponsor Loan		5	\$2,116,308					\$2,116,308											
Permanent	Yes	Accrued Interest on Soft Loans			\$714,550					\$714,550											
Permanent	Yes	The Kelsey Commercial Space Purchase				\$1,434,971				\$1,434,971											
										\$0											
										\$0											
										\$0											
										\$0											
		Deferred Developer Fees								\$0											
		Developer Fee Contribution								\$0											
		GP Equity			\$100					\$100											
Permanent	Yes	Gross Tax Credit Equity			\$36,382,130					\$36,382,130											

Permanent	Yes	Taxable Perm Loan	Private	1						\$6,671,000		\$6,671,000				5.34%	Fixed for Term	30	AM w/Reset	20	\$446,523	\$0		
Permanent	Yes	AHSC Loan	State-HCD	2						\$20,000,000		\$20,000,000				3.00%	Fixed for Term		RR	55	\$84,000			
Permanent	No	California Housing Accelerator	State-HCD	3						\$37,334,401		\$37,334,401				0.00%	Fixed for Term		Deferred	20				
Permanent	Yes	SF MOHCD Loan	Local	4						\$12,150,000		\$12,150,000				3.00%	Fixed for Term		RR	55				
												\$0												
Permanent	Yes	The Kelsey Sponsor Loan	Private	5						\$3,878,522		\$3,878,522				3.00%	Fixed for Term		RR	55				
Permanent	Yes	The Kelsey Commercial Space Purchase	Private								\$1,421,478	\$1,421,478												
Permanent	Yes	Accrued Interest on Soft Loans During Construction	Other							\$765,998		\$765,998												
												\$0												
												\$0												
												\$0												
												\$0												
												\$0												
		GP Equity										\$0												
		Equity Investor										\$0												

Residential Budget

Most Recent HCD Award

Table with columns: Grant Total, Development Budget in TCAC/CDLAC Application, Affordable Housing Sustainable Communities (AHSC), Proposed / Accelerator, Eligible Basis, Current Permanent Sources of Funds, Commercial Sources. Rows include categories like LAND COST/ACQUISITION, REHABILITATION, NEW CONSTRUCTION, ARCH. FEES, CONSTRUCTION INTEREST & FEES, and PERM FINANCING.

Current Cash Flow Analysis

Is Income from Restricted Units based on Restricted or Proposed Rents?		Proposed Rents																			
INCOME FROM RENTAL UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Restricted Unit Rents	2.5%	1,787,424	1,832,110	1,877,912	1,924,860	1,972,982	2,022,306	2,072,864	2,124,685	2,177,803	2,232,248	2,288,054	2,345,255	2,403,887	2,463,984	2,525,583	2,588,723	2,653,441	2,719,777	2,787,771	2,857,466
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																					
Section 811 PRAC	2.5%	315,360	323,244	331,325	339,608	348,098	356,801	365,721	374,864	384,236	393,841	403,687	413,780	424,124	434,727	445,595	456,735	468,154	479,858	491,854	504,150
	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: (Specify)	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		2,102,784	2,155,354	2,209,237	2,264,468	2,321,080	2,379,107	2,438,585	2,499,549	2,562,038	2,626,089	2,691,741	2,759,035	2,828,011	2,898,711	2,971,179	3,045,458	3,121,595	3,199,635	3,279,625	3,361,616
OTHER INCOME		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Laundry & Vending	2.5%	6,240	6,396	6,555	6,719	6,887	7,059	7,236	7,417	7,602	7,792	7,987	8,187	8,391	8,601	8,816	9,037	9,263	9,494	9,732	9,975
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%	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
GROSS POTENTIAL INCOME - OTHER		6,240	6,396	6,556	6,720	6,888	7,060	7,237	7,418	7,603	7,793	7,988	8,188	8,393	8,602	8,818	9,038	9,264	9,495	9,733	9,976
GROSS POTENTIAL INCOME - TOTAL		2,109,024	2,161,750	2,215,794	2,271,189	2,327,968	2,386,168	2,445,822	2,506,967	2,569,641	2,633,882	2,699,730	2,767,223	2,836,403	2,907,313	2,979,996	3,054,496	3,130,859	3,209,130	3,289,358	3,371,592
VACANCY ASSUMPTIONS		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Restricted Units	5.0%	89,371	91,605	93,896	96,243	98,649	101,115	103,643	106,234	108,890	111,612	114,403	117,263	120,194	123,199	126,279	129,436	132,672	135,989	139,389	142,873
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%	15,768	16,162	16,566	16,980	17,405	17,840	18,286	18,743	19,212	19,692	20,184	20,689	21,206	21,736	22,280	22,837	23,408	23,993	24,593	25,208
Other: (Specify)	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%	312	320	328	336	344	353	362	371	380	390	399	409	420	430	441	452	463	475	487	499
Commercial Income	50.0%	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1
TOTAL VACANCY LOSS		105,452	108,088	110,790	113,560	116,399	119,309	122,292	125,349	128,483	131,695	134,987	138,362	141,821	145,366	149,000	152,725	156,544	160,457	164,469	168,580
EFFECTIVE GROSS INCOME		2,003,573	2,053,662	2,105,004	2,157,629	2,211,569	2,266,859	2,323,530	2,381,618	2,441,159	2,502,188	2,564,743	2,628,861	2,694,583	2,761,947	2,830,996	2,901,771	2,974,315	3,048,673	3,124,890	3,203,012
OPERATING EXP & RESSERVES		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
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	3.5%	1,233,232	1,276,395	1,321,069	1,367,306	1,415,162	1,464,693	1,515,957	1,569,015	1,623,931	1,680,769	1,739,596	1,800,481	1,863,498	1,928,721	1,996,226	2,066,094	2,138,407	2,213,251	2,290,715	2,370,890
Real Estate Taxes	2.0%	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047	3,108	3,171	3,234	3,299	3,365	3,432	3,501	3,571	3,642
Supportive Services Costs	2.5%	83,232	85,313	87,446	89,632	91,873	94,169	96,524	98,937	101,410	103,945	106,544	109,208	111,938	114,736	117,605	120,545	123,558	126,647	129,814	133,059
Replacement Reserve	0.0%	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000
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	2.0%	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285	18,651	19,024	19,404	19,792	20,188	20,592	21,004	21,424	21,852
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		1,389,964	1,435,558	1,482,722	1,531,509	1,581,977	1,634,184	1,688,188	1,744,054	1,801,845	1,861,628	1,923,472	1,987,448	2,053,630	2,122,095	2,192,921	2,266,191	2,341,989	2,420,403	2,501,523	2,585,443
NET OPERATING INCOME		613,609	618,104	622,282	626,119	629,592	632,675	635,342	637,564	639,314	640,560	641,271	641,413	640,952	639,852	638,074	635,580	632,326	628,270	623,367	617,569

California Housing Accelerator Application

DEBT SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
1st Mortgage Debt Service (Perm Loan)	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523	446,523
Bridge Loan (repaid from Investor equity)																				
2nd Mortgage Debt Service (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Debt Service (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Affordable Housing Sustainable Communities (AHSC) .42% Fee	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000
Other HCD .42% Fee (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other HCD .42% Fee (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bond Issuer Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Financial Expenses (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL REQUIRED DEBT SERVICE	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523	530,523

CASH FLOW after all debt service	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	83,086	87,581	91,759	95,596	99,069	102,152	104,819	107,041	108,791	110,037	110,748	110,890	110,429	109,329	107,551	105,057	101,803	97,747	92,844	87,046

Total COSR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CASH FLOW after COSR	83,086	87,581	91,759	95,596	99,069	102,152	104,819	107,041	108,791	110,037	110,748	110,890	110,429	109,329	107,551	105,057	101,803	97,747	92,844	87,046

DEBT SERVICE COVERAGE RATIO	1.16	1.17	1.17	1.18	1.19	1.19	1.20	1.20	1.21	1.21	1.21	1.21	1.21	1.21	1.20	1.20	1.19	1.18	1.18	1.16
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CASHFLOW AFTER DEBT SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Asset Mgmt./ Similar Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee prior to distributions & residual receipt payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash available for residual receipts loans and sponsor distributions	83,086	87,581	91,759	95,596	99,069	102,152	104,819	107,041	108,791	110,037	110,748	110,890	110,429	109,329	107,551	105,057	101,803	97,747	92,844	87,046
Sponsor Distributions 50%	41,543	43,791	45,880	47,798	49,535	51,076	52,409	53,521	54,395	55,018	55,374	55,445	55,215	54,665	53,776	52,528	50,901	48,874	46,422	43,523
HCD Residual Payment 50%	41,543	43,791	45,880	47,798	49,535	51,076	52,409	53,521	54,395	55,018	55,374	55,445	55,215	54,665	53,776	52,528	50,901	48,874	46,422	43,523
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%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments 0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments 0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Asset Mgmt/Similar Fees 3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative paid Deferred Dev. Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Deferred Developer Fee budgeted for payment prior to distributions and residual receipt payments	
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HCD 2022 Accelerator Developer Fee Calculator (complete YELLOW shaded cells)

Project Phase:	Origination	Proposed Project Type:	No Tax Credits
Project Name:	The Kelsey Civic Center		

Maximum Total Developer Fee

a. Data below is auto-populated from "Dev Budget SU" sheet (Eligible Basis).		HCD Max Fee =	\$2,200,000
b. Project's Unadjusted Eligible Construction-Related Basis (excluding Developer Fee) - §10327(c)(2)(A)	\$0	x 15% =	\$0
c. Project's Unadjusted Eligible Acquisition Basis (excluding Developer Fee) - §10327(c)(2)(A)	\$0	x 5% =	\$0
d. Project's Non-Residential Costs (excluding Developer Fee) - §10327(c)(2)(A)	\$1,385,397	x 15% =	\$207,810
e. Total			\$207,810
f. Maximum allowable Total Developer Fee			\$207,810

Scoring

Total Points	42
Max Points	110

a. Efficient use of Accelerator funds (40 points)

14.6

Points will be awarded to projects demonstrating ability to efficiently use Accelerator funds, as calculated in two ways:

- i. **A maximum of 25 points will be based on requested Accelerator funds per unit.** The project in each region with the lowest per unit request shall receive 25 points. Other projects will receive points calculated using the following formula:

NOTE: The Department will score this criteria.

Accelerator Per Unit Cost Geographic Region

- ii. **A maximum of 15 points will be based on how closely total requested Accelerator funds matches the equity estimate provided in the project's most recent HCD application, adjusted for inflation.** Projects requesting Accelerator funds equal to or less than the equity projected in the most recent HCD application (adjusted for inflation using the West Region CPI-U) will receive 15 points. Other projects will receive points calculated using the following formula:

14.6

	for 2021	for 2020	for 2019	for 2018	for 2017
*December CPI per US Bureau of Labor Statistics: All Urban Consumers, West Region.	296.102	276.593	272.584	265.209	257.347
*CPI increase: formula = (December CPI minus prior December CPI) ÷ prior December CPI.	7.05%	1.47%	2.78%	3.06%	

Most recent HCD award: Date

Gross Tax Credit Equity	\$36,334,401	Points for all other projects 14.6
Gross Tax Credit Equity Adjustment	0.00%	
Adjusted Gross Tax Credit Equity	\$36,334,401	
Accelerator Funds being Requested	\$37,334,401	

b. HCD award date (20 points)

0.0

20 Points will be awarded if the first HCD award to the project was issued before the process for allocating tax-exempt bonds became competitive in 2020.

First HCD award: Date

c. Homeless, Special Needs and Other Population Targeting (30 points max)

7.6

- i. **Homeless targeting: 0.3 points** will be awarded for each percentage of total project units restricted to occupancy by households experiencing homelessness up to a maximum of 30 points for 100% homeless projects.

0.0

Units garnering points under this criterion must be restricted to occupancy by households experiencing homelessness by another HCD program or a local public agency. The HCD regulatory agreement recorded in connection with the Accelerator loan will also include these restrictions.

- ii. **Large family, extremely low-income and special needs targeting: 0.2 points** will be awarded for each percentage of total project units that are not restricted to occupancy by households experiencing homelessness and are either:

5.5

- Three or more bedrooms
- Restricted to occupancy by Extremely Low-Income households.
- Restricted to a special needs population other than persons experiencing homelessness.

Note: Points are awarded **independently** for each of the three categories listed above up to a maximum of 20 points.

- iii. **Other Very Low-Income units: 0.1 points** will be awarded for each percentage of total project units restricted to occupancy by Very Low-Income Households that do not qualify for points above (i & ii), up to a maximum of 10 points.

2.2

d. Climate change mitigation (20 Points)

20

Points will be awarded to projects as follows:

i. **20 points** to projects that are located within one-quarter (1/4) mile from a Transit Station/Stop served by High Quality Transit.

20

- Is Project located within one-quarter (1/4) mile from a Transit Station/Stop served by High Quality Transit measured from the nearest boarding point of the Transit Station/Stop to the entrance of the residential structure in the Project furthest from the Transit Station/Stop along a walkable route.

TRUE

The walkable route, after completion of the proposed Project, shall be free of negative environmental conditions that deter pedestrian circulation such as barriers, stretches without sidewalks or walking paths, noisy vehicular tunnels, streets, arterials or highways without regulated crossings that facilitate pedestrian movement, minimize stretches without shade or cover, or stretches without lighted streets.

ii. **10 points** will be awarded to projects that:

10

- Is Project located within one-half (1/2) mile from a Transit Station/Stop served by High Quality Transit, measured from the nearest boarding point of the Transit Station/Stop to the entrance of the residential structure in the Project furthest from the Transit Station/Stop along a walkable route; or
- Is the Project located within one-quarter (1/4) mile of a **Transit Station** or **Major Transit Stop**, as defined by IIG Program Guidelines, measured by a Walkable Route from the nearest boundary of the Project to the outer boundary of the site of the **Transit Station** or **Major Transit Stop**?

TRUE

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Entity Organizational Documents

Sponsor Authorizing Resolution (Program Forms Section)

1. Entity Name (identity of the contracting party (Sponsor) and Entity Type (corporation, non-profit, for-profit, LLC, etc.)
 2. Name & Title of Signatory(ies)****
 3. NOFA Date.
 4. Language authorizing Signatory(ies) to sign Standard Agreement. (Private entities MUST include Name and Title of signatory(ies). Public entities may include Title only.
- **** Ensure when identifying the Signatory(ies), if more than one is listed, that "and" or "or" is defined for individuals required to sign.
5. Amendment Provision included.
 6. Aggregate dollar amount (should be equal to or greater than the requested/award amount), Loan Amount, and each to be listed individually.
 7. Person attesting validity of resolution (must be someone other than person authorized to sign Standard Agreement).
 8. The meeting date authorizing resolution.
 9. All votes taken at meeting authorizing resolution (ayes, no's, absent, vacant). **DO NOT LEAVE BLANK LINES**
 10. Project name as it appears on AB434 application.

Organizational Documents

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

Organizational Charts

Complete organizational charts are required for the Sponsor, Borrower, MGP and AGP (if different from the Sponsor).

Corporate Entities

Articles of Incorporation (Corp. Code **§154, 200 and 202**) as certified by the CA Secretary of State.
Bylaws and any amendments thereto (Corp. Code **§207(b), 211 and 212**)
Certificate of Amendment of Articles of Incorporation (Corp. Code **§900-910** (general stock), **§5810-5820** (public benefit and religious corporations), **§7810-7820** (mutual benefit corporations), or **§12500-12510** (general cooperative corporations)) as applicable.
Restated Articles of Incorporation (Corp. Code **§901, 906, 910** (general stock), **§5811, 5815, 5819** (public benefit and religious corporations), **§7811, 7815 and 7819** (mutual benefit corporations) and **§12501, 12506 and 12510** (general cooperative corporations)) as applicable.
Statement of Information (CA Secretary of State form SI-100 or SI-200)
Shareholder Agreements (Corp. Code **§186**) if applicable.
Certificate of Good Standing certified by Secretary of State. Certificate of Good Standing must be dated 30 days or less from the application due date.

Limited Liability Companies

Articles of Organization (CA Secretary of State form LLC-1)
Certificate of Amendment (CA Secretary of State form LLC-2) if applicable.
Restated Articles of Organization (CA Secretary of State form LLC-10) if applicable.
Certificate of Correction (CA Secretary of State form LLC-11) if applicable.
Statement of Information (CA Secretary of State form LLC-12 or LLC-12NC)
Operating Agreement (Corp. Code **§17707.02(s) and 17701.10**)
Certificate of Good Standing certified by Secretary of State. Certificate of Good Standing must be dated 30 days or less from the application due date.

Limited Partnerships

Certificate of Limited Partnership (CA Secretary of State form LP-1)
Amendment to Certificate of Limited Partnership (CA Secretary of State form LP-2) if applicable.
Certificate of Correction (CA Secretary of State form LP-2) if applicable.
Limited Partnership Agreement (CA Corp. Code **§15901.02(x) and 15901.10**)
Amended and Restated Limited Partnership Agreement
Certificate of Good Standing certified by Secretary of State.

Federally Recognized Indian Tribe

Tribe Formation Documents (Constitution, Charters, etc.)
Federal Register of Indian Entities Recognized (81 Fed. Reg. 26826)

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 Accelerator website.](#)

Certification & Legal Status

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 §10302 of the California Code of Regulations (CTCAC Regulations):

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

Printed Name

Title of Signatory

Signature

Date

Legal Disclosure

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

In addition to each of these entities themselves, the term "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 *past ten years* ?
- 2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?
- 3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?
- 4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?
- 5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?

Criminal Matters

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

- 8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime?
- 9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?
- 10. Within the past ten years, has the applicant been convicted of any felony?
- 11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?
- 12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?

Printed Name

Title of Signatory

Signature

Date

Accelerator Program Document Upload Checklist

Note to the Sponsor: The below are required documents per answers throughout the application only.

Electronic File Name	Document Description	Included?
California Housing Accelerator Workbook	Submit your California Housing Accelerator Excel Application.	Included
App1 Proof of Application Fee	Copy of check payable to "HCD", The Department has established an application fee of \$40,000.00 per California Housing Accelerator application. Solicitation section II "F. Funding Amounts and Terms" (F5). On the check, make sure to include the "Accelerator Application Fee", your project name, and reference your very first awarded HCD contract number for this project.	Included

Prior HCD Awards		
HCD Project Rpt 1	Final HCD Affordable Housing Sustainable Communities (AHSC) signed/initialed PDF Project Report.	Included
HCD Award Letter 1	Provide Affordable Housing Sustainable Communities (AHSC) Award letter.	Included
Applicant Documents (Sponsor/Applicant 1)		
Spon1 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.	Included
Spon1 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.	Included
Spon1 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Included
Spon1 FISCAL TIN Form	The TIN form must be submitted by all governmental entity Applicants.	Not Applicable
Spon1 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.	Included
Spon1 OrgChart	Sponsor Organization Chart.	Included
Spon1 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.	Included
Spon1 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.	Included
Spon1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations. (Non-Profits Only)	Included

Applicant Documents (Sponsor/Applicant 2)		
Spon2 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.	Included
Spon2 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.	Included
Spon2 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Included
Spon2 FISCAL TIN Form	The TIN form must be submitted by all governmental entity Applicants.	Not Applicable
Spon2 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.	Included
Spon2 OrgChart	Sponsor Organization Chart.	Included
Spon2 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.	Included
Spon2 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.	Included
Spon2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations. (Non-Profits Only)	Included

Applicant Documents (Sponsor/Applicant 3)		
Spon3 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.	Not Applicable
Spon3 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.	Not Applicable
Spon3 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Not Applicable
Spon3 FISCAL TIN Form	The TIN form must be submitted by all governmental entity Applicants.	Not Applicable
Spon3 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.	Not Applicable
Spon3 OrgChart	Sponsor Organization Chart.	Not Applicable
Spon3 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.	Not Applicable
Spon3 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.	Not Applicable
Spon3 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations. (Non-Profits Only)	Not Applicable

Joint Venture Entity #1		
Joint Venture Agreement	Provide an executed copy stating the terms of your joint venture agreement.	Not Applicable
JV1 Authorizing Resolution	Reference Sponsor Authorizing Resolution Document.	Not Applicable
JV1 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.	Not Applicable
JV1 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Not Applicable
JV1 FISCAL TIN Form	The TIN form must be submitted by all governmental entity Applicants.	Not Applicable
JV1 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.	Not Applicable
JV1 OrgChart	Sponsor Organization Chart.	Not Applicable
JV1 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.	Not Applicable
JV1 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable
JV1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations. (Non-Profits Only)	Not Applicable

Administrative General Partner 1		
AGP1 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.	Included
AGP1 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.	Included
AGP1 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Included
AGP1 F\$SCAL TIN Form	Reference Taxpayer Identification Number (TIN) (public entities ONLY) on the Accelerator webpage.	Not Applicable
AGP1 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.	Included
AGP1 OrgChart	AGP Organization Chart.	Included
AGP1 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.	Included
AGP1 Signature Block	Reference Sponsor Certification Worksheet.	Included
AGP1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and evidence of tax-exempt status from FTB for Corporations. (if applicable)	Included

Administrative General Partner 2		
AGP2 Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.	Included
AGP2 Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.	Included
AGP2 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Included
AGP2 F\$SCAL TIN Form	Reference Taxpayer Identification Number (TIN) (public entities ONLY) on the Accelerator webpage.	Not Applicable
AGP2 Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.	Included
AGP2 OrgChart	AGP Organization Chart.	Included
AGP2 OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.	Included
AGP2 Signature Block	Reference Sponsor Certification Worksheet.	Included
AGP2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and evidence of tax-exempt status from FTB for Corporations. (if applicable)	Included

Managing General Partner		
MGP Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.	Included
MGP Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.	Included
MGP Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Included
MGP F\$SCAL TIN Form	Reference Taxpayer Identification Number (TIN) (public entities ONLY) on the Accelerator webpage.	Included
MGP Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.	Included
MGP OrgChart	AGP Organization Chart.	Included
MGP OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.	Included
MGP Signature Block	Reference Sponsor Certification Worksheet.	Included
MGP Tax-Exempt Status	Evidence of tax-exempt status from IRS and evidence of tax-exempt status from FTB for Corporations. (if applicable)	Included

Manager of LLC		
MLLC Authorizing Resolution	Reference: Accelerator webpage for Sponsor Authorizing Resolution Document.	Included
MLLC Cert & Legal Disclosure	Reference Sponsor Certification Worksheet.	Included
MLLC Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Included
MLLC F\$SCAL TIN Form	Reference Taxpayer Identification Number (TIN) (public entities ONLY) on the Accelerator webpage.	Not Applicable
MLLC Payee Data Record	Reference Payee Data Record STD-204 on the Accelerator webpage.	Included
MLLC OrgChart	AGP Organization Chart.	Included
MLLC OrgDoc1, OrgDoc2, etc.	Reference Entity Org Docs worksheet.	Included
MLLC Signature Block	Reference Sponsor Certification Worksheet.	Included
MLLC Tax-Exempt Status	Evidence of tax-exempt status from IRS and evidence of tax-exempt status from FTB for Corporations. (if applicable)	Included

Readiness to Proceed		
Local Govt Entitlements	Approvals for land use and similar local approvals	Included
Local Govt Site Plan Approvals	Approval for building design and similar local approvals	Included
Environmental Clearances	Provide a copy of all environmental clearances or exemption documents.	Included
Funding Commitments	Approval for building design and similar local approvals	Included
Relocation	Relocation Plan.	Included
HCD Relocation Approval/Denial	HCD Relocation Approval/Denial (if Approved or Denied)	Included
Other Documents	Other related items indicating readiness to proceed	Included

Other required documentation.		
PAM Transit Access	Provide scaled map showing Transit Station/Stop served by High Quality Transit and Walkable Routes.	Included
TCAC application.	Provide a copy of your CDLAC/TCAC application.	Included
Utility Allowance	Schedule of Utility Allowances.	Included
HCD Approval	Changes to the project from previous awarded HCD projects.	Included
Site Control	Provide documentation of site control in accordance with UMR §8303.	Included
Preliminary Title Report	Provide a preliminary report. (dated within 30 days of application due date)	Included
Appraisal	If land cost or value is included in the development budget, an appraisal report supporting the cost or value is required.	Not Applicable
Op Exp Compare	Submit at least 3 operating expense comparables for similar projects located in the same market area. Projects should be affordable housing projects similar in size, type, amenities and population to the proposed project. One comparable may be submitted for a 100% market rate project if unable to locate affordable housing comparables. The most recent two years audited statements for each comparable is preferred, if available. Additional information may be required.	Included

Application Development Team (ADT) Support Form

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

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Application Development Team (ADT) Support Form

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	Accelerator							
2	Accelerator							
3	Accelerator							
4	Accelerator							
5	Accelerator							
6	Accelerator							
7	Accelerator							
8	Accelerator							
9	Accelerator							
10	Accelerator							
11	Accelerator							
12	Accelerator							
13	Accelerator							
14	Accelerator							
15	Accelerator							



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 #: 230060

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
Anne Romero	415-203-4951
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MYR Mayor's Office of Housing & Comm. Dev.	anne.romero@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR The Kelsey Civic Center, L.P.	TELEPHONE NUMBER 415.355.7160
STREET ADDRESS (including City, State and Zip Code) 1256 Market San Francisco, CA 94103	EMAIL fiona.ruddy@mercyhousing.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 230060
DESCRIPTION OF AMOUNT OF CONTRACT \$37,334,401		
NATURE OF THE CONTRACT (Please describe) Accept and Expend Resolution for CA HCD Accelerator program loan in the amount of \$37,334,401 to be disbursed by the California Department of Housing & Community Development Accelerator Program to The Kelsey Civic Center, L.P., for a 100% affordable housing project to be located at 240 Van Ness Ave. to provide 112 units of affordable housing, including 2 resident manager units; the City through the Mayor's Office of Housing and Community Development was a co-applicant to HCD.		

7. COMMENTS

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	Doug	Other Principal Officer
2	Tuvilla	Alvin	Board of Directors
3	Gualco	Barbara	Board of Directors
4	Saab	Bruce	Board of Directors
5	Kuwanda	Elizabeth	Board of Directors
6	Clayton	Elizabeth	Board of Directors
7	Dare	Ramie	Board of Directors
8	Ciraulo	Rich	Board of Directors
9	Sprague	Rick	Board of Directors
10	Dunn	Tim	Board of Directors
11	Bayley	Amy	Board of Directors
12	Payne	Chad	Board of Directors
13	Rosenblum	Joe	Board of Directors
14	Bas	Caroline	COO
15	Connery	Micaela	CEO
16	Lee	Aubrie	Board of Directors
17	LaVant	Andraea	Board of Directors
18	King	Carol weld	Board of Directors
19	Sullivan	Cate	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	kelly	Dom	Board of Directors
21	Grigsby	Elizabeth	Board of Directors
22	Doyle	Erik	Board of Directors
23	Johnson	Lindsay	Board of Directors
24	Li	Shaina	Board of Directors
25	Cornell	Stephanie	Board of Directors
26	wade	Steve	Board of Directors
27	Bonda	Swathi	Board of Directors
28	Goodman	will	Board of Directors
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

9. AFFILIATES AND SUBCONTRACTORS

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

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

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

10. VERIFICATION

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

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

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

From: [Conine-Nakano, Susanna \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#); [Shaw, Eric \(MYR\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Nickolopoulos, Sheila \(MYR\)](#); [Geithman, Kyra \(MYR\)](#); [Gluckstein, Lisa \(MYR\)](#)
Subject: Mayor -- Resolution -- The Kelsey Standard Agreement
Date: Tuesday, January 24, 2023 4:43:44 PM
Attachments: [Mayor -- Resolution -- The Kelsey Standard Agreement.zip](#)

Hello Clerks,

Attached for introduction to the Board of Supervisors is a Resolution authorizing the Mayor's Office of Housing and Community Development on behalf of the City and County of San Francisco to execute a Standard Agreement and other related documents with the State of California Department of Housing and Community Development ("HCD") under the California Housing Accelerator Program which Standard Agreement includes an award of \$37,334,401 as a loan to The Kelsey Civic Center, L.P. ("Developer"), as sole borrower, for construction of a development affordable to low- and moderate-income households at The Kelsey Civic Center, located at 240 Van Ness Avenue for a term of five years to commence upon execution of the Standard Agreement by HCD.

[@Shaw, Eric \(MYR\)](#), can you please reply-all to confirm your approval? Thanks!

Best,
Susanna

Susanna Conine-Nakano
Office of Mayor London N. Breed
City & County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 200
San Francisco, CA 94102
415-554-6147