

File No. 230061

Committee Item No. 10

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)

- IIG Program Guidelines- 2/14/2020, as Amended
- Expenditure Schedule
- MOHCD Presentation 2/8/2023
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date February 2, 2023

Completed by: Brent Jalipa Date _____

1 [Execute Standard Agreement and Accept and Expend Grant - California Department of
2 Housing and Community Development - Infill Infrastructure Grant Program - Sunnydale Block
3B - \$6,500,000]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development**
4 **(“MOHCD”) to execute a Standard Agreement with California Department of Housing**
5 **and Community Development (“HCD” or “Department”) under the Infill Infrastructure**
6 **Grant Program for a total award of \$6,500,000 disbursed by HCD as a grant to the City**
7 **for the second phase of infrastructure improvements for housing development related**
8 **to the revitalization and master development of up to 1,770 units of replacement public**
9 **housing, affordable housing, and market rate housing, commonly known as the**
10 **Sunnydale HOPE SF Development (“Sunnydale Project”), for the period starting on the**
11 **execution date of the Standard Agreement to June 30, 2029, and as amended; and**
12 **authorizing MOHCD to accept and expend the grant of \$6,500,000 for infrastructure**
13 **improvements for Sunnydale Block 3B as approved by HCD.**
14

15 WHEREAS, The State of California Department of Housing and Community
16 Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated
17 October 30, 2019, under the Infill Infrastructure Program (“IIG Program”) established under
18 Division 31, Part 12.5 of the Public Resources Code commencing with Section 53559; and

19 WHEREAS, The Department is authorized to approve funding allocations for the IIG
20 Program, subject to the terms and conditions of the NOFA IIG Program Guidelines adopted by
21 the Department on October 30, 2019 (“Program Guidelines”), an application package released
22 by the Department for the IIG Program (“Application Package”), and an IIG standard
23 agreement with the State of California (“Standard Agreement”), the Department is authorized
24 to administer the approved funding allocations of the IIG Program; and
25

1 WHEREAS, The IIG Program provides infrastructure for Capital Improvements Projects
2 in support of Qualifying Infill Projects or Qualifying Infill Areas to applicants identified through
3 a competitive process for the development of projects that, per the Program Guidelines,
4 support higher-density affordable and mixed-income housing and mixed-use infill
5 developments; and

6 WHEREAS, The IIG Program requires that joint applicants for a project will be held
7 jointly and severally liable for completion of such project; and

8 WHEREAS, Sunnydale Block 3B Housing Partners, L.P., a California limited
9 partnership (“Developer”), has requested the City and County of San Francisco (the “City”),
10 acting by and through the Mayor’s Office of Housing and Community Development
11 (“MOHCD”), to be a joint applicant for its application for a grant to provide funding for the
12 second phase of infrastructure improvements for housing development, including a 90 unit,
13 100% affordable housing project, and 3,700 square feet of community serving commercial
14 space (the “Project”), identified as Sunnydale Block 3B (“Sunnydale Block 3B”); in the
15 Sunnydale HOPE SF Development Agreement (File Number 161164); and

16 WHEREAS, The Project is a Qualifying Infill Project under the IIG Program; and

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

22 WHEREAS, On January 14, 2020, the Board of Supervisors authorized MOHCD to
23 apply for IIG Program funds and submit an Application Package as a joint applicant with the
24 Developer through Resolution No. 20-20; and

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

1 WHEREAS, Through an award letter dated June 23, 2020, the Department made an
2 award in the total amount of \$6,500,000 to be disbursed by HCD as a grant to the City for
3 infrastructure work as approved by HCD, subject to the terms and conditions of the STD 213,
4 Standard Agreement (“Standard Agreement”), a copy of which is on file with the Clerk of the
5 Board of Supervisors in File No. 191290; now, therefore, be it

6 RESOLVED, That the Board of Supervisors approves and authorizes the MOHCD to
7 enter into the Standard Agreement with the Department, with terms and conditions that IIG
8 Program funds are to be used for allowable capital asset project expenditures identified in
9 Exhibit A of the Standard Agreement; and, be it

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

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

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

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



SUNNYDALE HOPE SF BLOCK 3B

- 1555 SUNNYDALE AVE -

BUDGET AND FINANCE
COMMITTEE
FEBRUARY 8, 2023

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

HOPE SF

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

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

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



1

File #230062

Resolution approving MOHCD loan agreement up to \$31,506,016

2

File #230061

Accept and Expend resolution for Infill Infrastructure Grant (IIG) funds of \$6,500,000

3

File #230059

Resolution authorizing execution standard agreement for California Housing Accelerator funds of \$47,814,455

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



SUNNYDALE BLOCK 3B

- 3rd 100% affordable development at Sunnydale HOPE SF
- Development Sponsors are Related California and Mercy Housing California
- 89 affordable units, 1 non-restricted manager's unit (90 total)
- 67 units set aside for existing Potrero public housing residents at 50% SF AMI
- Remaining units at 80% SF AMI
- ~3700k sq. ft for 7 community serving retail spaces

FINANCING

- Total Costs \$106M
- MOHCD \$31.5M
- IIG \$6.5M
- Accelerator \$47.8M
- Other \$20.2M

TIMELINE

- Housing Construction begin March 2023
- Construction finish Jan. 2025
- Lease up Complete July 2025





Thank you

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

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

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

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

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

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

Comments:

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

Lorena Guadiana
(Name)

Compliance Coordinator – MOHCD Data, Evaluation and Compliance
(Title)

Date Reviewed: December 15, 2022

Lorena Guadiana
(Signature Required)

Digitally signed by Lorena Guadiana
DN: cn=Lorena Guadiana, o=San Francisco City and County,
ou=Mayor's Office of Housing and Community Development,
email=Lorena.Guadiana@sf.gov, c=US
Date: 2022.12.15 10:37:18 -0800

Department Head or Designee Approval of Grant Information Form:

Eric D. Shaw
(Name)

Director
(Title)

Date Reviewed: 12/15/2022 | 12:18 PM PST

DocuSigned by:
Eric Shaw
66EDDF04D006444...
(Signature Required)

Infill Infrastructure Grant Program of 2019

Amended Guidelines



**Gavin Newsom, Governor
State of California**

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

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

2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
IIG Program Email: Infill@hcd.ca.gov

**October 30, 2019
Amended February 14, 2020**

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ARTICLE 1. GENERAL

Section 300. Purpose and Scope

The purpose of these Infill Infrastructure Grant Program of 2019 Guidelines (Guidelines) is to implement and interpret Assembly Bill 101 (Chapter 159, Statutes of 2019) and Part 12.5 (commencing with section 53559) of Division 31 of the Health and Safety Code, which establishes the Infill Infrastructure Grant Program of 2019, hereinafter referred to as the Infill Infrastructure Grant Program (IIG or Program).

Section 301. Program Overview

The Program's primary objective is to promote infill housing development. The Program seeks to accomplish this objective by providing financial assistance for infrastructure improvements necessary to facilitate new infill housing development.

Under the program, grants are available as gap funding for infrastructure improvements necessary for specific residential or mixed-use infill development projects or areas. Both infill projects and areas must have either been previously developed or be largely surrounded by development. Eligible improvements include development or reconstruction of Parks or Open Space, water, sewer or other utility service improvements, streets, roads, parking structures, transit linkages, transit shelters, traffic mitigation features, sidewalks, and streetscape improvements.

Section 302. Definitions

The following definitions apply to the capitalized terms used in these Guidelines:

- (a) "Affordable Unit" means a unit that is made available at an affordable rent, as defined in Health and Safety Code section 50053, to a household earning no more than 60 percent of the Area Median Income or at an affordable housing cost, as defined in Health and Safety Code section 50052.5, to a household earning no more than 120 percent of the Area Median Income. Rental units shall be subject to a recorded covenant ensuring affordability for a duration of at least 55 years. Ownership units shall initially be sold to and occupied by a qualified household, and shall be subject to a recorded covenant that includes either a resale restriction for at least 30 years or equity sharing upon resale.
- (b) "Area Median Income" means the most recent applicable county median family income published by the California Tax Credit Allocation Committee (TCAC).
- (c) "Bus Hub" means an intersection of three or more bus routes, where one route or a combination of routes has a minimum scheduled headway of 10 minutes or at least six buses per hour during peak hours. Peak hours means the time between 7 a.m. to 10 a.m., inclusive, and 3 p.m. to 7 p.m., inclusive, Monday through Friday or the alternative peak hours designated for the transportation corridor by the transit

agency.

- (d) "Bus Transfer Station" means an arrival, departure, or transfer point for the area's intercity, intraregional, or interregional bus service having a permanent investment in multiple bus docking facilities, ticketing services, and passenger shelters.
- (e) "Capital Asset" means a tangible physical property with an expected useful life of 15 years or more. "Capital Asset" also means a tangible physical property with an expected useful life of 10 to 15 years for costs not to exceed 10 percent of the Program grant. "Capital Asset" includes major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5 to 15 years or expenditures that continue or enhance the useful life of the Capital Asset. "Capital Asset" also includes equipment with an expected useful life of two years or more. Costs allowable under this definition include costs incidentally but directly related to construction or acquisition, including, but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, required mitigation expenses, appraisals, legal expenses, site acquisitions, and necessary easements.
- (f) "Capital Improvement Project" or "Project" means the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvement of a Capital Asset that is an integral part of, or necessary to facilitate the development of, a Qualifying Infill Project or Qualifying Infill Area. Capital Improvement Projects that may be funded under the Program include, but are not limited to, those described in Section 304 (a).
- (g) "CCR" means the California Code of Regulations.
- (h) "Covenant" means an instrument which imposes development, use, and affordability restrictions on the real property site(s) of the Qualifying Infill Project or of the designated housing in the Qualifying Infill Area, and which is recorded against the fee interest in such real property site(s). The Covenant is executed as consideration for the IIG Program award to the Recipient.
- (i) "Department" means the California Department of Housing and Community Development.
- (j) "Developer" means an Eligible Applicant that the Department may rely upon for Site Control of either the Qualifying Infill Project or the Qualifying Infill Area.
- (k) "Eligible Applicant" means one of the following:
 - (1) A city, county, city and county, or public housing authority that has jurisdiction over a Qualifying Infill Area, or

- (2) A nonprofit or for-profit Developer of a Qualifying Infill Project applying jointly with a city, county, city and county, or public housing authority that has jurisdiction over a Qualifying Infill Area.
- (l) “Large Jurisdiction” means a county that is not a Small Jurisdiction, or any city within that county.
 - (m) “Local Support” means support of local public agencies.
 - (n) “Locality” means a California city, county, or city and county.
 - (o) “Lower Income” has the meaning set forth in Health and Safety Code section 50079.5.
 - (p) “Major Transit Stop” means an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods (as defined in Public Resources Code section 21064.3).
 - (q) “Master Development” means the proposed residential units within the Qualifying Infill Area identified in the Program application.
 - (r) “Moderate-Income” has the meaning set forth in Health and Safety Code section 50093.
 - (s) “MHP” shall mean the Multifamily Housing Program authorized and governed by Health and Safety Code sections 50675 through 50675.14 and the Multifamily Housing Program Guidelines.
 - (t) “Net Density” means the total number of dwelling units per acre of land to be developed for residential or mixed use, excluding allowed deductible areas. Allowed deductible areas are public dedications of land which are for public streets, public sidewalks, public Open Space, and public drainage facilities. Non-allowed deductible areas include utility easements, setbacks, private drives and walkways, general landscaping, common areas and facilities, off street parking, and traditional drainage facilities exclusive to a development project. Mitigations required for development will not be included in the allowed deductible areas.
 - (u) “NOFA” means a Notice of Funding Availability for the Program issued by the Department.
 - (v) “Nondiscretionary Local Approval Process” means a process for development approval involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. The public official merely ensures that the proposed development meets all the "objective zoning standards," "objective

subdivision standards," and "objective design review standards" in effect at the time that the application is submitted to the local government, but uses no special discretion or judgment in reaching a decision.

- (w) "Open Space" means a parcel or area of land or water that is essentially unimproved and dedicated to one or more of the following purposes: (1) the preservation of natural resources; (2) the managed production of resources; (3) public and/or residential outdoor recreation; or (4) public health and safety.
- (x) "Park" means a facility that provides benefits to the community and includes, but is not limited to, places for organized team sports, outdoor recreation, and informal turf play; non-motorized recreational trails; permanent play structures; landscaping; community gardens; places for passive recreation; multipurpose structures designed to meet the special recreational, educational, vocational, and social needs of youth, senior citizens, and other population groups; recreation areas created by the redesign and retrofit of urban freeways; community swim centers; regional recreational trails; and infrastructure and other improvements that support these facilities.
- (y) "Program" means the Infill Infrastructure Grant Program of 2019 as implemented by these Guidelines.
- (z) "Qualifying Infill Area" means an area designated in the Program application that meets the criteria for a Qualifying Infill Area set forth in Section 303.
- (aa) "Qualifying Infill Project" means a residential or mixed-use residential development project designated in the Program application that meets the criteria for a Qualifying Infill Project set forth in Section 303.
- (bb) "Recipient" means the city, county, city and county, public housing authority and/or Developer receiving a commitment of Program funds for an approved Capital Improvement Project.
- (cc) "Rural Area" has the meaning set forth in Health and Safety Code section 50199.21.
- (dd) "Site Control" means the Eligible Applicant and/or Developer has sufficient control of the property through one or more of the following:
 - (1) fee title;
 - (2) a leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all Program requirements;

- (3) an enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the Notice of Funding Availability;
 - (4) an executed disposition and development agreement, or irrevocable offer of dedication to a public agency;
 - (5) a right of way or easement, which is either perpetual, or of sufficient duration to meet Program requirements, and which allows the Eligible Applicant and/or Developer to access, improve, occupy, use, maintain, repair, and alter the property underlying the right of way or easement;
 - (6) an executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
 - (7) an executed agreement with a public agency that gives the Eligible Applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties;
 - (8) a land sales contract or other enforceable agreement for the acquisition of the property; or
 - (9) other forms of Site Control that give the Department equivalent assurance that the Eligible Applicant or and/Developer will be able to complete the Project and all housing designated in the application in a timely manner and in accordance with all the requirements of the Program.
- (ee) “Small Jurisdiction” means a county with a population of less than 250,000 as of January 1, 2019, or any city within that county.
- (ff) “TCAC” means the California Tax Credit Allocation Committee.
- (gg) “Transit Priority Area” means an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a transportation improvement program adopted pursuant to Title 23 of the Code of Federal Regulations section 450.216 or 450.322.
- (hh) “Transit Station” means a rail or light-rail station, ferry terminal, Bus Hub, or Bus Transfer Station. Included in this definition are planned Transit Stations otherwise meeting this definition whose construction is programmed into a regional or state transportation improvement program to be completed no more than five years from the deadline for submittal of applications set forth in the NOFA.
- (ii) “Urbanized Area” means an incorporated city or an Urbanized Area or urban cluster as defined by the United States Census Bureau. For unincorporated areas outside

of an urban area or urban cluster, the area must be within a designated urban service area that is designated in the local general plan for urban development and is served by the public sewer and water.

- (jj) "Urban Uses" means any residential, commercial, industrial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses.
- (kk) "Very-low Income" has the meaning set forth in Health and Safety Code section 50105.

ARTICLE 2. PROGRAM REQUIREMENTS

Section 303. Eligible Projects

- (a) To be eligible for funding, a Capital Improvement Project must be an integral part of, or necessary for the development of either a Qualifying Infill Project or housing designated within a Qualifying Infill Area.
- (b) To be eligible for funding, applications from Large Jurisdictions must include a Qualifying Infill Project, including those Qualifying Infill Projects used to establish the eligibility of a Qualifying Infill Area, as those terms are defined by these Guidelines and Health and Safety Code section 53559, subdivision (c). Applications from Small Jurisdictions must provide a complete description of a Qualifying Infill Project or a Qualifying Infill Area, as those terms are defined by these Guidelines and Health and Safety Code section 53559, subdivision (d). Applications from both Large and Small Jurisdictions must identify the units and/or affordability covenants that satisfy the affordability requirement under Health and Safety Code section 53559, subdivision (e)(3), as well as the units that factor into the calculation of the Program award.
- (c) For both Large Jurisdictions and Small Jurisdictions, the Qualifying Infill Project or Qualifying Infill Area must:
 - (1) Be located in an Urbanized Area.
 - (2) Be located in a Locality with an adopted housing element that has been found by the Department to be in substantial compliance with the requirements of Article 10.6 (commencing with section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code, pursuant to Government Code section 65585 at time of application
 - (3) Be located in a Locality that, at the time of application, has submitted its housing element annual progress reports as required by Government Code section 65400 to the State of California for 2017 through the most recently required annual progress report.
 - (4) Include not less than 15 percent of the total residential units to be developed in the Qualifying Infill Project or Qualifying Infill Area as Affordable Units.
 - (A) For developments that contain both rental and ownership units, units of either or both product types may be included in the calculation of the percentage of Affordable Units.
 - (B) To the extent included in a Capital Improvement Project grant application, for the purpose of calculating the percentage of Affordable Units, the Department may consider the entire Master Development in which the development seeking grant funding is included.

- (C) Where applicable, an Eligible Applicant may include a replacement housing plan to ensure that dwelling units housing persons and families of low or Moderate-Income are not removed from the low- and Moderate-Income housing market. Residential units to be replaced shall not be counted toward meeting the affordability threshold required for eligibility for funding under this section.
 - (D) A Qualifying Infill Project or Qualifying Infill Area for which a recorded disposition and development agreement or other recorded project- or area-specific agreement between the Developer and the local agency having jurisdiction over the project has been executed on or before July 31, 2019, shall be deemed to meet the affordability requirement of this paragraph if the agreement includes affordability restrictions that subject the Qualifying Infill Project or the Qualifying Infill Area to the production of affordable units for Very Low, Lower- or Moderate-Income households.
 - (E) New housing units that replace demolished units that have been occupied by low or Moderate-Income households within the last five years from the deadline for submittal of applications shall not count toward meeting the requirements of this paragraph.
- (5) Include average residential Net Densities on the parcels to be developed that are equal to or greater than the densities described in subparagraph (B) of paragraph (3) of subdivision (c) of section 65583.2 of the Government Code, except that in a Rural Area the average residential Net Densities on the parcels to be developed shall be at least 10 units per acre. Minimum densities for Localities that are not Rural Areas may be found in Appendix 1 of the housing element law memorandum issued by the Department's Division of Housing Policy Development dated June 20, 2012.
- (A) A city with a population greater than 100,000 in a standard metropolitan statistical area or a population of less than 2,000,000 may petition the Department for, and the Department may grant, an exception to the density requirements set forth in this subsection, if the city believes it is unable to meet the density requirements described herein. The city shall submit the petition with its application and shall include the reasons why the city believes the exception is warranted. The city shall provide information supporting the need for the exception, including, but not limited to, any limitations that the city may encounter in meeting the density requirements specified in subsection (5). Any exception shall be for the purposes of this section only. This subdivision shall become inoperative on January 1, 2023.

- (6) Be located in an area designated for mixed-use or residential development pursuant to one of the following:
 - (A) A general plan, or general plan amendment, adopted pursuant to Government Code section 65300.
 - (B) A sustainable communities strategy adopted pursuant to Government Code section 65080.
 - (C) A specific plan adopted pursuant to Government Code section 65450
 - (D) A workforce housing opportunity zone established pursuant to Government Code section 65620.
 - (E) A housing sustainability district established pursuant to Government Code section 66201.
- 7) The Eligible Applicant must identify a mechanism, such as a minimum density ordinance or a recorded, binding covenant, acceptable to the Department to reliably ensure that future development will occur at an overall Net Density equaling or exceeding that set forth in Section 303(c)(5) and the Net Density proposed in the application for the purposes of rating pursuant to Section 309 (c) and section 310 (c), and determining the maximum grant amount pursuant to Section 305. This mechanism must be in effect and legally enforceable prior to the disbursement of Program funds.
- (8) Eligible Applicants shall designate the proposed residential units in the Qualifying Infill Project, or within the Qualifying Infill Area, that the Eligible Applicant intends to utilize for the purpose of establishing the maximum Program grant amount pursuant to Section 305, and for the purpose of rating applications pursuant to Sections 309 or 310. Any such designated units must be utilized for both purposes in applications from Large Jurisdictions.
- (9) The application must demonstrate that the percentage of Affordable Units, and units restricted to other income limits and rents as designated for the purpose of determining the maximum Program grant amount in Section 305 and for rating purposes pursuant to Sections 309 or 310, shall be maintained or exceeded through the completion of each residential development proposed in the application. The Department may modify the requirement set forth in the previous sentence to conform to a similar local public agency requirement, provided that it determines that the local requirement will reliably result in completion of the required Affordable Units within a reasonable period of time.
- (10) Construction shall not have commenced on any units designated in the application prior to the deadline for applications submittal set forth in the

NOFA, except for Affordable Units identified in a disposition and development agreement or other project- or area-specific agreement between the Developer and the local agency having jurisdiction over the Affordable Units executed on or before July 31, 2019 that requires the Affordable Units to be built as a condition of local approval for the other units designated in the application, where the Developer of the other units contributed funds or land to cover costs of developing the Affordable Units, in an amount not less than 25 percent of the total development cost of the Affordable Units.

(d) For purposes of evaluating applications from Large Jurisdictions:

- (1) “Qualifying Infill Area” means a contiguous area located within an Urbanized Area (i) that has been previously developed, or where at least 75 percent of the perimeter of the area adjoins parcels that are developed with Urban Uses, and (ii) in which at least one development application has been approved or is pending approval for a residential or mixed-use residential project that meets the definition and criteria in this section for a Qualifying Infill Project.
- (2) “Qualifying Infill Project” means a residential or mixed-use residential project located within an Urbanized Area on a site that has been previously developed, or on a vacant site where at least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. Each Qualifying Infill Project must be a discrete development and all housing development components must have been planned as one development and jointly considered for local land use approval, with common, affiliated or contractually related ownership and financing structures.

(e) For purposes of evaluating applications from Small Jurisdictions:

- (1) “Qualifying Infill Area” means a contiguous area located within an Urbanized Area that meets either of the following criteria:
 - (A) The area contains sites included on the inventory of land suitable and available for residential development in the housing element of the applicable city or county general plan pursuant to paragraph (3) of subdivision (a) of section 65583 of the Government Code, and at least 50 percent of the perimeter of the area shall adjoin parcels that are developed with urban uses.
 - (B) The Capital Improvement Project for which funding is requested is necessary, as documented by an environmental review or

some other adopted planning document, to make the area suitable and available for residential development, or to allow the area to accommodate housing for additional income levels, and the area otherwise meets the requirements for inclusion on the inventory of land suitable and available for residential development in the housing element of the applicable city or county general plan pursuant to paragraph (3) of subdivision (a) of section 65583 of the Government Code. At least 50 percent of the perimeter of the area shall adjoin parcels that are developed with Urban Uses.

- (2) “Qualifying Infill Project” means a residential or mixed-use residential project located within an Urbanized Area on a site that has been previously developed, or on a vacant site where at least 50 percent of the perimeter of the site adjoins parcels that are developed with Urban Uses. Each Qualifying Infill Project must be a discrete development and all housing development components must have been planned as one development and jointly considered for local land use approval, with common, affiliated or contractually related ownership and financing structures.
- (3) Applications from Small Jurisdictions must include a complete description of the Capital Improvement Project and requested grant funding for the Project. The application must describe how the project is necessary to support the development of housing, and how it meets the criteria of this section, including:
 - (A) A financial document that shows the gap financing needed for the project.
 - (i) For a Qualifying Infill Project located in the unincorporated area of the county, the Department shall allow an Eligible Applicant to satisfy the requirement in this paragraph by submitting copies of an application or applications for other sources of state or federal funding for a Qualifying Infill Project.
 - (B) Documentation of all necessary entitlement and permits, and a certification from the Eligible Applicant that the project is shovel-ready.
 - (i) For a Qualifying Infill Project located in the unincorporated area of the county, the department shall allow the Eligible Applicant to meet the requirement described in this paragraph by submitting a letter of intent from a willing affordable housing Developer that has previously completed at least one comparable housing project, certifying that the Developer is willing to submit an application to the county for approval by the county of a Qualifying Infill Project within the area in the event

that the funding requested pursuant to this subdivision is awarded.

Section 304. Eligible Costs

- (a) Program grant funds must be used for reasonable and necessary costs of a Capital Improvement Project. Costs must be reasonable compared to similar infrastructure projects of modest design in the general area of the Capital Improvement Project. Eligible costs include the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvements of the following:
- (1) The creation, development, or rehabilitation of Parks or Open Space.
 - (2) Water, sewer, or other utility service improvements and relocation.
 - (3) Street, road, and bridge construction and improvement.
 - (4) Required replacement of Transit Station parking spaces, not to exceed \$50,000 per space.
 - (5) Residential parking and mechanical parking lifts. The minimum residential per unit parking spaces in parking structures, as required by local land-use entitlement approval, not to exceed one parking space per residential unit, and not to exceed \$50,000 per permitted space.
 - (6) Transit linkages and facilities, including, but not limited to, related access plazas or pathways, or bus and transit shelters.
 - (7) Facilities that support pedestrian or bicycle transit.
 - (8) Traffic mitigation devices, such as street signals.
 - (9) Site clearance, grading, preparation and demolition.
 - (10) Sidewalk or streetscape improvements, including, but not limited to, the reconstruction or resurfacing of sidewalks and streets or the installation of lighting, signage, or other related amenities, including shade structures, seating, landscaping, streetscaping, public safety improvements, and public art. Program funding for public art may not exceed 5 percent of the total Program award.
 - (11) Storm drains, stormwater detention basins, culverts, and similar drainage features.

- (12) Required environmental remediation necessary for the development of the Capital Improvement Project, where the cost of the remediation does not exceed 50 percent of the Program grant amount.
 - (13) Site acquisition or control for the Capital Improvement Project including, but not limited to, easements and rights of way. Such costs must be deemed reasonable and demonstrated by documentation that may include appraisals, purchase contracts, or any other documentation as determined by the Department.
 - (14) Other capital asset costs approved by the Department and required as a condition of local approval for the Capital Improvement Project.
 - (15) Impact fees required by local ordinance are eligible for Program funding only if used for the identified Capital Improvement Project. Funded impact fees may not to exceed 5 percent of the Program award.
- (b) The following costs are not eligible:
- (1) Parking spaces and structures, except as provided in Section 304 (a)(4) and (5).
 - (2) Costs of site acquisition for housing and mixed-use structural improvements.
 - (3) Costs of housing or mixed-use structures.
 - (4) Soft costs related to ineligible costs.
 - (5) In-lieu fees for local inclusionary programs.

Section 305. Grant Terms and Limits

- (a) The total maximum grant amount shall be limited based on the number of units in the Qualifying Infill Project or Qualifying Infill Area, the bedroom count of these units, and the density and affordability of the housing to be developed. Replacement housing units may be included in the calculation of the total maximum grant amount. The Department shall publish a table listing per unit grant limits for each NOFA based on these factors. The total actual grant amount shall be based upon the lesser of the amount necessary to fund the Capital Improvement Project or the maximum amount calculated from the table published by the Department.
- (b) The Program establishes the following minimum and maximum award amounts:
 - (1) For Qualifying Infill Projects, the Program grant amount shall not be less than \$1 million, or \$500,000 for Rural Areas, and shall not exceed \$7.5 million for each NOFA.

- (2) For Qualifying Infill Areas, the Program grant amount shall not be less than \$2 million, or \$1 million for Rural Areas, and shall not exceed \$30 million for each NOFA.
 - (3) Over the life of the Program, the total of all Program awards, including previous and future awards made under the Infill Infrastructure Grant Program of 2007, shall not exceed \$60 million for any single Qualifying Infill Project or Qualifying Infill Area.
 - (4) The Department will fund only one application for each Capital Improvement Project or portion thereof.
 - (5) In each NOFA, the Department will fund only one application for each Qualifying Infill Project and Qualifying Infill Area.
- (c) The Eligible Applicant must demonstrate that the grant does not result in the Developer(s) benefiting from the Qualifying Infill Project, Qualifying Infill Area or the Capital Improvement Project by realizing a profit that is within the limits set forth in California Code of Regulations, title 4, section 10327.
 - (d) The Eligible Applicant must demonstrate that Program funds are reasonably necessary for Project feasibility and no other source of funding is reasonably available.
 - (e) The Eligible Applicant must demonstrate that the Qualifying Infill Project or the housing to be developed in the Qualifying Infill Area, as proposed in the application, is financially feasible as evidenced by documentation such as, but not limited to, a market study, Project proforma, sources and uses statement, or other feasibility documentation that is standard industry practice for the type of proposed housing development, except as described in Section 303 (e)(3).
 - (f) Where the Qualifying Infill Project is receiving low-income housing tax credits, the Recipient may provide Program funds to the Developer of the Qualifying Infill Project in the form of a zero (0) percent, deferred payment loan, with a term of at least 55 years. The loan may be secured by a deed of trust, which may be recorded with the local county recorder's office, provided, however, the beneficiary of the loan shall not under any circumstances exercise any remedy, including, without limitation, foreclosure, under the deed of trust without the prior written consent of the Department, in its sole and absolute discretion. The loan may not be sold, assigned, assumed, conveyed or transferred to any third party without prior written Department approval in its sole and absolute discretion. For Projects assisted by other Department funding programs, repayment of the loan between the Recipient and the Developer shall be limited to (1) no repayments to the Recipient until the maturity date or (2) repayment only from "distributions" from the Project within the meaning of California Code of Regulations, title 25, section 8301(h). The Recipient shall be

responsible for all aspects of establishing and servicing the loan. The provisions governing the loan shall be entirely consistent with these Guidelines and all documents required by the Department with respect to the use and disbursement of Program funds. All documents governing the loan between the Recipient and the Developer borrower shall contain all the terms and conditions set forth in this subdivision and shall be subject to the review and approval of the Department prior to making the loan. This subdivision shall apply to any Qualifying Infill Project receiving low-income housing tax credits regardless of the date of the Program award.

- (g) Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for any proposed Qualifying Infill Project supported by the Capital Improvement Project.
- (h) Funds will be disbursed as progress payments for approved eligible costs incurred subject to the requirements of these Guidelines.
- (i) Where approval by a local public works department, or an entity with equivalent jurisdiction, is required for the Capital Improvement Project, the Recipient must submit, prior to the disbursement of grant funds, a statement or other documentation acceptable to the Department, indicating that the Capital Improvement Project is consistent with all applicable policies and plans enforced or implemented by that department or entity.
- (j) The Uniform Multifamily Regulations (UMRs) in title 25, division 1, chapter 7, subchapter 19 (commencing with section 8300) of the California Code of Regulations is hereby incorporated by reference into these Guidelines. In the event of a conflict between the UMRs and these Guidelines, the provisions of these Guidelines shall prevail.

Section 306. Performance Requirements

- (a) Large Jurisdiction Recipients shall, within the time set forth in the Standard Agreement, but not more than two (2) years from the date of the Program award, begin construction of the housing units which were used as the basis for calculating the Program award. Small Jurisdiction Recipients shall, within the time set forth in the Standard Agreement, but not more than five (5) years from the date of the Program award, begin construction of the housing units which were used as the basis for calculating the Program award.
- (b) Large Jurisdiction Recipients shall, within the time set forth in the Standard Agreement, but not more than five (5) years from the date of the Program award, complete construction of the housing units which were used as the basis for calculating the Program award. Small Jurisdiction Recipients shall, within the time set forth in the Standard Agreement, but not more than seven (7) years from the date of the Program award, complete construction of the housing units which were

used as the basis for calculating the Program award. In all cases, completion of construction must be evidenced by a certificate of occupancy or equivalent documentation.

- (c) The Standard Agreement and disbursement agreement must be executed in accordance with the following subsections. Failure to meet the requirements of Section 306 (c)(1) and 306 (c)(2) will result in the Department's recapture of the grants awarded.
 - (1) The Standard Agreement must be executed within two (2) years from the date of award.
 - (2) The disbursement agreement must be executed within two (2) years from the date of award.

- (d) Program funds must be disbursed in accordance with the deadlines specified in the Standard Agreement, and in no event later than the following disbursement deadlines.
 - (1) Program funds must be disbursed within four (4) years from the date of award.
 - (2) The maximum disbursement extension deadline is seven (7) years from the date of award.
 - (A) The Department may approve a disbursement extension deadline request up to the applicable maximum disbursement extension deadline if the Recipient demonstrates, to the satisfaction of the Department, that it has complied with performance milestones identified in the Standard Agreement.

- (e) For applications from Large Jurisdictions, recipients will be required to repay disbursed Program grant funds where construction of residential units used as the basis for calculating the grant amount pursuant to Section 305(a) has not received building permits within two years from the date of the Program grant award. For applications from Small Jurisdictions, recipients will be required to repay disbursed Program grant funds where construction of residential units used as the basis for calculating the grant amount pursuant to Section 305(a) has not received building permits within five years from the date of the Program grant award. The amount to be repaid shall be the same proportion to the total grant amount as the number of residential units where construction has not timely commenced to the total number of designated residential units. For applications from Large and Small Jurisdictions, the Department may exercise its reasonable discretion to disencumber funds discussed under this provision or to grant an extension of time; provided however that any extensions are in all events subject to any and all applicable encumbrances, deadlines, and limitations, including but not limited to HSC 53559(g).

- (f) Where a Locality is participating in the Program pursuant to Section 307, that Locality shall not be held liable for the construction and continued operation of the Qualifying Infill Project or the housing designated in the Qualifying Infill Area.
- (g) Recipients of Qualifying Infill Area awards must have closed construction period financing on a Qualifying Infill Project before a subsequent Program application is submitted within the same project area or adjoining project areas.

ARTICLE 3. APPLICATION PROCEDURES

Section 307. Application Process

- (a) The Department shall offer Program funds through Notices of Funding Availability. Applications shall be made on forms made available by the Department, except as indicated in Section 303 (e)(3). Applications selected for funding shall be approved subject to conditions specified by the Department.
- (b) The Large Jurisdiction Notice of Funding Availability will specify the amount of funds available, application requirements, minimum eligibility point scores, the deadline for submittal of applications, the schedule for rating and ranking applications and awarding funds, a list of counties eligible to apply under this NOFA, and the general terms and conditions of funding commitments.
 - (1) The Department shall accept applications for Projects in Large Jurisdictions and evaluate them on a competitive basis. The NOFA for Large Jurisdictions may specify a minimum number of ranking points for a Project to be eligible for funding.
 - (2) The Department may elect to not evaluate compliance with some or all threshold requirements for applications from Large Jurisdictions that are not within a fundable range, as indicated by a preliminary point scoring.
 - (3) In the event of two or more applications having the same rating and ranking scores, the Department will apply a tie- breaking criterion outlined in the NOFA.
 - (4) The Department shall evaluate applications from Large Jurisdictions for compliance with the threshold requirements listed in Section 308, and score them based on the application selection criteria listed in Sections 309 or 310. The highest scoring Large Jurisdiction applications that meet all threshold requirements shall be selected for funding as specified in the NOFA, except that the Department may make adjustments in this procedure to meet approximately the following geographic distribution objectives of each NOFA:
 - (A) Target 45 percent of total funds to projects located in Southern California (Kern, Los Angeles, Orange, Riverside, Santa Barbara, San Bernardino, San Diego, San Luis Obispo, and Ventura counties);

- (B) Target 10 percent of total funds to projects located in the Central Valley (Fresno, Merced, San Joaquin, Stanislaus and Tulare counties); and
 - (C) Target 45 percent of total funds to projects located in Northern California Large Jurisdiction counties (those not located in the Large Jurisdiction counties specified in previous paragraphs).
- (c) The NOFA for Small Jurisdictions will specify the amount of funds available, application requirements, the date the Department will begin accepting applications, a list of counties eligible to apply under this NOFA, and the general terms and conditions of funding commitments.
 - (1) The Department shall accept applications for Projects in Small Jurisdictions on an over the counter basis and evaluate them for compliance with the eligibility requirements listed in Section 303 and threshold requirements listed in Section 308. Small Jurisdiction applications that meet all threshold and eligible Project requirements shall be selected for funding as specified in these Guidelines and the NOFA for Small Jurisdictions.
- (d) All applications shall include a Locality or a public housing authority as an applicant.
 - (1) A Locality or public housing authority identified as an applicant of either a Qualifying Infill Area or Qualifying Infill Project shall only be a party to the Standard Agreement when that Locality or public housing authority has an on-going ownership interest in the Capital Improvement Project identified in the application.
 - (2) Where a Locality or public housing authority is participating in the Program pursuant to Section 307(d)(2), and has no on-going ownership interest in the Capital Improvement Project, that Locality's responsibility shall be limited to providing an official written certification of support for the Capital Improvement Project, and that Locality shall not be required to be party to the Standard Agreement.

Section 308. Application Threshold Requirements

- (a) The Capital Improvement Project set forth in the application must be eligible pursuant to Section 303, and the Eligible Applicant must be eligible pursuant to Section 307. Additionally, the following requirements apply to all applications:
 - (1) Construction of the Capital Improvement Project has not commenced as of the deadline for submittal of applications set forth in the NOFA

- (2) The Capital Improvement Project is infeasible without Program funds, and other available funds are not being supplanted by Program funds.
 - (3) The Eligible Applicant of the Capital Improvement Project must have Site Control sufficient to ensure the timely commencement of the Capital Improvement Project as determined by the Department.
 - (4) All proposed uses of Program funds must be eligible pursuant to Section 304.
 - (5) Funds awarded pursuant to this section shall supplement, not supplant, other available funding.
- (b) The application must be sufficiently complete to assess the feasibility of the application and its compliance with Program requirements.

Section 309. Selection Criteria for Qualifying Infill Projects in Large Jurisdictions

Applications for Qualifying Infill Projects in Large Jurisdictions shall be rated using the criteria detailed below. Eligible Applicants may elect to exclude from consideration discrete phases or portions of their developments, provided these portions or phases are not included for other purposes under these Guidelines, including rating pursuant to this Section, and determining the maximum grant amount calculated pursuant to Section 305(a). Points are not cumulative within each subparagraph unless otherwise specified.

Criterion: Qualifying Infill Project	Maximum Score
Project Readiness	100
Affordability	60
Density	40
Access to Transit	20
Proximity to Amenities	20
Consistency with Regional Plans	10
Total	250

- a) Project Readiness – 100 points maximum

Readiness points will be awarded as follows:

- (1) Environmental Review Status - 30 points maximum

Applications will be awarded points based on the extent to which environmental reviews have been completed for the Qualifying Infill Project:

- (A) Documented compliance with the California Environmental Quality Act and the National Environmental Policy Act, if applicable. All applicable time periods for filing appeals or lawsuits must have lapsed, shall receive 30 points.
- (B) Issuance of a public notice of the availability of a draft environmental impact report, negative declaration, or environmental assessment, shall receive 15 points.

- (2) Land Use Entitlement Status - 30 points maximum

Applications will be awarded points based on the extent that the Qualifying Infill Project can secure necessary entitlements from the local jurisdiction within a reasonable period of time, as follows:

- (A) Applications which demonstrate that all necessary local land use approvals, excluding design review, have been granted for the Qualifying Infill Project, as determined by a local land use authority (e.g., planning or community development director or zoning administrator) shall receive 30 points.
 - (B) Applications which demonstrate that the Qualifying Infill Project is eligible to receive all necessary local land use approvals pursuant to a Nondiscretionary Local Approval Process and has submitted all applications for such necessary approvals shall receive 15 points.
 - (C) Applications which demonstrate that the Qualifying Infill Project is consistent with all relevant local planning documents and zoning ordinances and applications for all necessary discretionary local land use approvals, excluding design review, have been submitted, accepted, and deemed complete by the appropriate local agencies shall receive 15 points.
- (3) Funding Commitments - 20 points maximum

Applications will be awarded points as follows based on the extent the Eligible Applicant has secured enforceable funding commitments for the combined development cost of the Capital Improvement Project and the Qualifying Infill Project.

(A) Funding Commitment Levels:

Rental housing developments

Construction Financing	Permanent Financing	Points
At least 90% of the total development cost, less deferred costs	At least 90% of the total development cost, less deferred costs	20

Construction Financing	Permanent Financing	Points
At least 75% of the total development cost, less deferred costs	At least 75% of the total development cost, less deferred costs	10

Construction Financing		Points

At least 50% of the total development cost, less deferred costs		5
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Ownership developments

Construction Financing	Permanent Financing	Points
At least 90% of the total development cost including all necessary public agency funds, less deferred costs	At least 90% of the total development cost including all necessary public agency funds, less private mortgage financing and deferred costs	20

Construction Financing	Permanent Financing	Points
At least 75% of the total development costs, less deferred costs	At least 75% of the total development cost, less deferred costs	10

Construction Financing		Points
At least 50% of the total development cost including all necessary public agency funds, less deferred costs		5

Combined rental and ownership developments

Applications designating both rental and ownership units will be awarded points on the funding commitments for the combined development cost of the Capital Improvement Project and the Qualifying Infill Project on a percentage basis in proportion to the number of rental and ownership units. For example, in a 100 unit development consisting of 80 rental units and 20 ownership units, the number of points will be weighted 80 percent for the funding commitments associated with the rental units and 20 percent for the funding commitments associated with the ownership units, then the

respective scores for each component will be combined, not to exceed 20 points.

- (B) Allowable Program funds and 4 percent low-income housing tax credit equity contributions (without the necessity of a tax credit reservation letter) will be considered committed in this calculation. A Land Donation in fee for no other consideration that is supported by an appraisal or purchase/sale agreement (“Land Donation”) or a Local Fee Waiver resulting in quantifiable cost savings for the Project where those fees are not otherwise required by federal or state law (“Local Fee Waiver”) may be considered a funding commitment. The value of the Land Donation will be the greater of either the original purchase price or the current appraised value as supported by an independent third-party appraisal prepared by a qualified appraiser who is a Member of the Appraisal Institute (MAI) conducted within one year of the application deadline. A funding commitment in the form of a Local Fee Waiver must be supported by written documentation from the local public agency. Funds conditionally reserved under the following programs shall be accepted as funding commitments: the United States Department of Housing and Urban Development’s (HUD) Continuum of Care (CoC), Home Investment Partnerships Program (HOME), and the Community Development Block Grant Program (CDBG). Deferred-payment financing, grant funds and subsidies from other Department programs proposed for Project financing must be awarded for Large Jurisdictions prior to final rating and ranking for the IIG application or prior to application submission for a Small Jurisdiction.
 - (C) For self-help homeownership developments utilizing United States Department of Agriculture (USDA) 502 Loans, those funds shall be considered committed if the Eligible Applicant is an active 523 grantee that has Site Control of the Capital Improvement Project and a letter of support from USDA.
 - (D) Owner equity contributions or Developer funds shall not be substituted later with a different funding source or forgone if committed in the application, except that a substitution may be made for up to 50 percent of deferred developer fee. The Department may require the Eligible Applicant to evidence the availability of the proposed amount of owner equity or developer funds.
- (4) Local Support - 12 points maximum
- (A) Points will be awarded for one of the following:

- (i) Obtaining a funding commitment or commitments from a local public agency or agencies for the Qualifying Infill Project or Capital Improvement Project equivalent to at least 25 percent of the Program grant will be awarded 12 points.
 - (ii) Obtaining a funding commitment or commitments from a local public agency or agencies for the Qualifying Infill Project or Capital Improvement Project equivalent to at least 15 percent of the Program grant will be awarded 3 points.
- (B) For purposes of awarding points pursuant to this section, the following will also be considered a commitment of Local Support:
 - (i) Conditionally reserved federal or state program funds administered by a local public agency or agencies for the Qualifying Infill Project or Capital Improvement Project shall also be accepted as funding commitments demonstrating Local Support. Such programs include, but are not limited to, the HUD Continuum of Care (CoC), Home Investment Partnerships Program (HOME), and Community Development Block Grant Program (CDBG).
 - (ii) A Land Donation or a Local Fee Waiver may be considered a commitment of Local Support. The value of the Land Donation will be the greater of either the original purchase price or the current appraised value as supported by an independent third-party appraisal prepared by a qualified appraiser who is a Member of the Appraisal Institute (MAI) conducted within one year of the application deadline. A commitment of Local Support in the form of a Local Fee Waiver must be evidenced by written documentation from the local public agency.
- (5) Prohousing Policies – 8 points maximum
 - (A) Points will be awarded for each of the following:
 - (i) Four (4) points will be awarded to Projects located in jurisdictions that have implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or provide local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers.

- (ii) Four (4) points will be awarded to Projects located in jurisdictions that have adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.
- (iii) Four (4) points will be awarded to Projects located in jurisdictions that zone more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower Income allocation in the current housing element cycle.
- (iv) Four (4) points will be awarded to Projects in jurisdictions that have adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Government Code section 65852.2, as follows:
 - parking reductions to 0.75 or fewer spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Government Code section 65852.2,
 - processing and impact fee waivers or reductions of 50 percent or more,
 - ministerial approval in fewer than 45 days,
 - reduction or modifications of development standards for side yard setbacks of five feet or less,
 - reduction or modifications of development standards to two story heights,
 - reduction or modifications of development standards to allow 60 percent or more lot coverage,
 - no minimum lot size requirement,
 - provisions for affordability, or
 - offering support programs such as a user-friendly website.
- (v) Four (4) points will be awarded to Projects located in jurisdictions that only use objective design standards for

multifamily residential development or adopt fee transparency measures including publicly available fee calculators.

(b) Affordability – 60 points maximum

Applications will be awarded points based on the percentage of units in the Qualifying Infill Project restricted to occupancy by various income groups. Applications designating only rental units in the Qualifying Infill Project may elect to have their applications scored in accordance with any one of the two following scales. Applications designating ownership units, or a combination of rental and ownership units, must utilize the scale set forth in paragraph 2 below.

- (1) The scale used by MHP, as specified in the Multifamily Housing Program Guidelines section 7320(b)(1). Eligible Applicants making this election shall be awarded 60/35 points for every 1 point they would be eligible to receive using MHP's system (applications eligible for the maximum possible 35 points using the MHP scale receive the maximum possible points in this category for the Program).
- (2) The following scale:
 - (A) .30 points will be awarded for each percent of total units that are owner-occupied and restricted to occupancy by households with incomes not exceeding the Moderate-Income limit.
 - (B) .80 points will be awarded for each percent of total units that are owner-occupied and restricted to occupancy by households with incomes not exceeding the Lower Income limit.
 - (C) .40 points will be awarded for each percent of total units that are rental units restricted to occupancy by households with incomes not exceeding 50 percent of Area Median Income.
 - (D) 2.0 points will be awarded for each percent of total units that are rental units restricted to occupancy by households with incomes less than or equal to 30 percent of Area Median Income, or that are or will be covered by a long-term, project-based rental or operating subsidy contract under a program that either has a history of predominately serving households at this income level or that by design will reliably serve this population.
- (3) Owner-occupied units shall be subject to a recorded covenant with a duration of at least 30 years that includes either a resale restriction or a requirement for sharing equity upon resale.

- (4) For rental units used as the basis for point scores in the application, rent limits for initial occupancy and for each subsequent occupancy shall be based on unit type, applicable income limit, and area in which the Qualifying Infill Project is located, following the calculation procedures used by TCAC. Rents shall be restricted in accordance with the rent and income limits specified in the application and approved by the Department and set forth in a legally binding agreement recorded against the Qualifying Infill Project with a duration of at least 55 years. Rents shall not exceed 30 percent of the applicable income eligibility level.

(c) Density – 40 points maximum

Applications will be scored based on the extent to which the average Net Density of the Qualifying Infill Project, adjusted by unit size, exceeds the required density specified in Section 303(c)(5). Net Density calculations shall be evidenced by a date stamped map certified by a licensed State of California professional such as an architect, engineer, or surveyor.

- (1) Net density will be adjusted by unit size (and commercial space as applicable) as follows:

Example = Mixed-use project, three-quarter ($\frac{3}{4}$) acre, urban site, with twelve 1-bedroom units at 800 sq. ft. each, twelve 2-bedroom units at 1,100 sq. ft. each, and 5,000 sq. ft. of commercial space.

Based on the density factors in the chart below, the equation looks like this:

$$12 \times 0.9 \text{ (1 bedroom units)} = 10.8$$

$$12 \times 1.2 \text{ (2 bedroom units)} = 14.4$$

To attribute density to the commercial space, utilize the square footage and bedroom count of the largest unit in the project to determine how many whole units would fit into the square footage of the commercial space.

For this example, the largest unit is a 2-bedroom, 1,100 square foot unit. 5,000 square feet (commercial space) would accommodate four (4) of these units. Multiply that result by the appropriate factor:

$$4 \times 1.2 \text{ (2-bedroom units)} = 4.8$$

To calculate the percentage at which this project meets or exceeds the required density, add all three resulting calculations above, and divide by the minimum density required for the project site (in this case 30 units/acre for an urban site), then by the number of acres in the project, then multiply by 100 (for percentage):

$$(10.8+14.4+4.8)/30 = 1/.75=1.3333 \times 100=133.33\%$$

Unit Size (Bedrooms)	Factor
0-Bedroom	0.7
1-Bedroom	0.9
2-Bedroom	1.2
3-Bedroom	1.6
4-Bedroom	1.8

(2) Points will be awarded in accordance with the following schedule:

Adjusted Net Density as a Percentage of Required Density	Points
150% or More	40
140% to 149.9%	30
130% to 139.9%	20
120% to 129.9%	15
110% to 119.9%	10
Less than 110%	0

(d) Access to Transit – 20 points maximum

Points will be awarded based on the proximity of the Qualifying Infill Project to a Transit Station or Major Transit Stop as follows. The distance to a Transit Station or Major Transit Stop shall be evidenced by a scaled map. For the purposes of this subdivision (d), “walkable route” shall mean a route which 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; or stretches without lighted streets.

- (1) 20 points will be awarded to a Qualifying Infill Project within one quarter mile of a Transit Station or Major Transit Stop as defined in Section 302 measured by a walkable route from the nearest boundary of the Qualifying Infill Project to the outer boundary of the site of the Transit Station or Major Transit Stop.
- (2) 10 points will be awarded to a Qualifying Infill Project within one half mile of a Transit Station or a Major Transit Stop as defined in Section 302 measured by a walkable route from the nearest boundary of the Qualifying Infill Project to the outer boundary of the site of the Transit Station or Major Transit Stop.

(e) Proximity to Amenities – 20 points maximum

Applications will be awarded points based on the proximity or accessibility of the Qualifying Infill Project to the following existing amenities or amenities that will be in service when the Qualifying Infill Project is completed. The distance to amenities shall be evidenced by a scaled map.

Applications may receive only one award of points from each of the following subcategories:

- (1) The Qualifying Infill Project is within one-quarter mile of a Park (one-half mile for Rural Area projects) (not including school grounds unless there is a bona fide, formal joint use agreement between the jurisdiction responsible for the parks/recreational facilities and the school district providing availability to the general public of the school grounds and/or facilities), 6 points, or within one-half mile (one (1) mile for Rural Area projects), 4 points.
- (2) The Qualifying Infill Project is within one (1) mile of a locally recognized employment center with a minimum of fifty (50) full-time employees (two (2) miles for Rural Area projects), 7 points, or within two (2) miles

(four (4) miles for Rural Area projects), 4 points. An employment center is a locally recognized concentration of employment opportunities practically available to the residents of the proposed Qualifying Infill Project, such as a large hospital, industrial park, commercial district, or office area.

- (3) The Qualifying Infill Project is within one mile of a locally recognized retail center with a minimum of fifty full-time employees (two miles for Rural Area projects), 7 points, or within two miles (four miles for Rural Area projects), 4 points. A retail center is a downtown area or recognized neighborhood or regional shopping mall.
- (4) For Qualifying Infill Projects where at least 50 percent of the units have two or more bedrooms, the Qualifying Infill Project is within one-quarter mile of a public school or community college that residents of the Qualifying Infill Project may attend (one-half mile for Rural Area projects), 7 points, or within one-half mile (one mile for Rural Area projects), 4 points.
- (5) For a Qualifying Infill Project that is a special needs or single room occupancy development, as defined by TCAC, or a special needs or supportive housing project, as defined under MHP, the Qualifying Infill Project is located within one-half mile of a social service facility that operates to serve residents of the Qualifying Infill Project, 7 points or within one mile, 4 points.
- (6) For a Qualifying Infill Project that is reserved for qualified senior citizens under Civil Code sections 51.2, 51.3 and 51.4, the Qualifying Infill Project is within one-quarter mile of a senior center or a facility regularly offering services specifically designed for seniors (one-half mile for Rural Area projects), 7 points or within one-half mile (one mile for Rural Area projects), 4 points.
- (7) For a Qualifying Infill Project where at least 25 percent of the units are two bedroom or larger and an additional 25 percent of the units are three bedroom or larger, with no restriction or preference for seniors or special needs populations, and located within the high or highest resource community neighborhoods as indicated at time of application on the currently adopted TCAC/HCD Opportunity Area Map shall receive 20 points.

- (f) Consistency with Regional Plans –10 points maximum
- (1) Points will be awarded for each of the following:
- (A) 5 points will be awarded if the Qualifying Infill Project supports the implementation of a sustainable communities strategy or alternative planning strategy that has been determined by the California Air Resources Board to achieve the region's greenhouse gas emissions target. Consistency with such plans must be demonstrated by a letter or resolution executed by an officer, or an equivalent representative from the metropolitan planning organization, regional transportation agency, planning, or local transportation commission.
 - (B) If a sustainable communities strategy is not required for a region by law, 5 points will be awarded if the Qualifying Infill Project supports a regional plan that includes policies and programs to reduce greenhouse gas emissions. Evidence of consistency with such plans must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization or regional transportation planning agency or local transportation commission.
 - (C) A Qualifying Infill Project in which not less than 50 percent of the land area is within a Transit Priority Area shall receive 5 points. Evidence of Qualifying Infill Project location, or partially within (as defined in this section) a Transit Priority Area must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization, regional transportation planning agency, or local transportation commission.

Section 310. Selection Criteria for Qualifying Infill Areas in Large Jurisdictions

Applications for Capital Improvement Projects associated with Qualifying Infill Areas in Large Jurisdictions shall be awarded points using the criteria detailed below. Eligible Applicants may elect to exclude from consideration discrete phases or portions of the developments within the Qualifying Infill Area, provided that these portions or phases are not included for other purposes under these Guidelines, including rating pursuant to this Section 310 and the maximum grant amount calculated pursuant to Section 305. Points are not cumulative within each subparagraph unless otherwise specified.

Criterion: Qualifying Infill Areas	Maximum Score
Area Readiness	100
Affordability	60
Density	40
Access to Transit	20
Proximity to Amenities	20
Consistency with Regional Plans	10
Total	250

(a) Area Readiness – 100 points

Readiness points will be awarded as follows:

(1) Multiple Qualifying Infill Projects – 10 points maximum

(A) Qualifying Infill Areas with three or more Qualifying Infill Projects that have received all land use entitlements required for construction or that all applications required for construction have been submitted and deemed complete under a Nondiscretionary Local Approval Process will receive 10 points.

(B) Qualifying Infill Areas with two Qualifying Infill Projects that have received all land use entitlements required for construction or that all applications required for construction have been submitted and deemed complete under a Nondiscretionary Local Approval Process will receive 5 points.

(2) Environmental Review Status - 25 points maximum

(A) Applications with documented compliance with the California Environmental Quality Act and the National Environmental

Policy Act, if applicable. All applicable time periods for filing appeals or lawsuits must have lapsed will receive 25 points.

- (B) Applications for Qualifying Infill Areas for which a draft of a program, master or tiered environmental impact report has been certified by the appropriate agency and the developments included in the application will constitute subsequent projects subject to environmental review as such pursuant to CEQA Guidelines, Chapter 3, Title 14, CCR, commencing with section 15000 will receive 15 points.
 - (C) Applications for Qualifying Infill Areas for which a draft of a program, master or tiered environmental impact report has been completed and filed with the appropriate agency and the developments included in the application will constitute subsequent projects subject to environmental review as such pursuant to CEQA Guidelines, Chapter 3, Title 14, CCR, commencing with section 15000 will receive 5 points.
 - (D) Applications for Qualifying Infill Areas in which not less than 50 percent of the land area is on sites that have been subject to a Phase 1 Site Assessment within one year prior to the application due date will receive 5 points.
- (3) Land Use Entitlement Status - 25 points maximum

Applications will be awarded points based on the extent that developments within the Qualifying Infill Area can secure necessary entitlements from the local jurisdiction within a reasonable period of time.

- (A) Applications which meet the criteria in Subparagraph (C) and demonstrate that all necessary local land use approvals, excluding design review, for not less than 50 percent of the housing units proposed for development within the Qualifying Infill Area have been granted, as determined by a local land use authority (e.g., planning or community development director or zoning administrator) will receive 25 points.
- (B) Applications which meet the criteria in Subparagraph (C) and demonstrate that all necessary local land use approvals, excluding design review, for not less than one-third of the housing units proposed for development within the Qualifying Infill Area have been granted will receive 20 points.

- (C) Applications which demonstrate that the Qualifying Infill Area is subject to a general plan, specific plan, community plan or similar area-specific plan, adopted by the Locality in which the Qualifying Infill Area is located and the housing proposed in the application is consistent with such plan will receive 10 points.
- (D) Applications which demonstrate that all approvals by a local land use authority (e.g., planning or community development director or zoning administrator) for the Capital Improvement Project within the Qualifying Infill Area have been granted will receive 5 points.

(4) Funding Commitments - 20 points maximum

Applications will be awarded points based on the extent to which the housing in the Qualifying Infill Area and the Capital Improvement Project can secure sufficient funding in a timely manner, as follows (An application may not receive points under both paragraphs (B) and (C)):

- (A) Up to 10 points shall be awarded based on the percentage of total residential units to be developed in the Qualifying Infill Area that are in developments for which enforceable commitments have been obtained for all necessary construction period funding, in accordance with the following schedule, and excluding tax credit equity, tax-exempt bonds, and funding provided by this and other Department funding program(s) provided that the other Department funding is awarded prior to or simultaneously with the final rating and ranking of the Program application.
 - (i) A Land Donation supported by an appraisal may be considered a commitment. For self-help homeownership developments utilizing USDA 502 loans, those funds shall be considered committed if the active 523 grantee has Site Control and a letter of support from USDA.

Percentage of Total Residential Units In Developments with Committed Construction Funding	Points
75% or more	10.0
50% to 74.9%	7.5
25% to 49.9%	5.0
10% to 24.9%	2.5

- (B) Ten (10) points shall be awarded for obtaining enforceable commitments for all construction period funding for the Capital Improvement Project, excluding funding provided by another Department funding program provided that this funding is awarded prior to or simultaneously with the final rating and ranking of the Program application. A Land Donation supported by an appraisal may be considered an enforceable commitment.
 - (C) Five (5) points shall be awarded for obtaining documentation including, but not limited to, letters of intent, executive-approved term sheets, or a letter from a public agency expressing interest and/or intent to fund the Capital Improvement Project.
 - (D) Owner equity contributions or developer funds shall not be subsequently substituted with a different funding source or forgone if committed in the application, except that a substitution may be made up to 50 percent of the deferred developer fee. The Department may require the Eligible Applicant to evidence the availability of the proposed amount of owner equity or developer funds.
- (5) Local Support - 12 points maximum
- (A) Obtaining a funding commitment or commitments from a local public agency or agencies for the Qualifying Infill Area or Capital Improvement Project equivalent to at least 25 percent of the Program grant will receive 12 points. A Land Donation supported by an appraisal may be considered an enforceable commitment.
 - (B) Obtaining a funding commitment or commitments from a local public agency or agencies for the Qualifying Infill Area or Capital Improvement Project equivalent to at least 15 percent of the Program grant will be awarded 6 points. A Land Donation supported by an appraisal may be considered an enforceable commitment.
- (C) Three (3) points will be awarded if at least 50 percent of the residential units in the Qualifying Infill Area are located on a site or sites designated or identified in the housing element of the local general plan as suitable for housing development consistent with application

(6) Prohousing Policies – 8 points maximum

(A) Points will be awarded for each of the following:

- (i) Four (4) points will be awarded to Projects located in jurisdictions that have implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or provide local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers.
- (ii) Four (4) points will be awarded to Projects located in jurisdictions that have adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.
- (iii) Four (4) points will be awarded to Projects located in jurisdictions that zone more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower Income allocation in the current housing element cycle.
- (iv) Four (4) points will be awarded to Projects in jurisdictions that have adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Government Code section 65852.2, as follows:
 - parking reductions to 0.75 or less spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Government Code section 65852.2,
 - processing and impact fee waivers or reductions of 50 percent or more,
 - ministerial approval in less than 45 days,
 - reduction or modifications of development standards of side yard setbacks to five feet or less,
 - reduction or modifications of development standards to two story heights,

- reduction or modifications of development standards to allow 60 percent or more lot coverage,
- no minimum lot size requirement,
- provisions for affordability, or
- offering support programs such as a user-friendly website.

- (v) Four (4) points will be awarded to Projects located in jurisdictions that only use objective design standards for multifamily residential development or adopt fee transparency measures including publicly available fee calculators.

(b) Affordability – 60 points maximum

Applications will be awarded points based on the percentage of units to be developed in the Qualifying Infill Area that will be restricted to occupancy by various income groups, in accordance with the following schedule.

- (1) 2.0 points will be awarded for each percent of total units that are owner-occupied and restricted to occupancy by households with incomes not exceeding the Moderate-Income limit.
- (2) 2.4 points will be awarded for each percent of total units that are owner-occupied and restricted to occupancy by households with incomes not exceeding the Lower Income limit.
- (3) 2.0 points will be awarded for each percent of total units that are rental units restricted to occupancy by households with incomes less than or equal to 60 percent of Area Median Income.
- (4) 4.0 points will be awarded for each percent of total units that are rental units restricted to occupancy by households with incomes less than or equal to 30 percent of Area Median Income.
- (5) Owner-occupied units proposed for points under this category shall be subject to a recorded covenant with a duration of at least 30 years that includes either a resale restriction or a requirement for sharing equity upon resale.
- (6) For rental units used as the basis for point scores in the application, rent limits for initial occupancy, and for each subsequent occupancy shall be based on unit type, applicable income limit, and area in which the Qualifying Infill Area is located, following the calculation procedures used by TCAC. Rents shall be restricted in accordance with the rent

and income limits specified in the application and approved by the Department and set forth in a legally binding agreement recorded against housing developments in the Qualifying Infill Area with a duration of at least 55 years. Rents shall not exceed 30 percent of the applicable income eligibility level.

(c) **Density – 40 points maximum**

Applications will be awarded points based on the extent to which the average Net Density of the Qualifying Infill Area, adjusted by unit size, exceeds the required density specified in Section 303(a)(4).

- (1) Net Density will be adjusted for unit size by multiplying the factors shown below by the total number of units in each unit size category, then summing the resulting products then dividing by the net area of all projects. Net Density calculations shall be evidenced by a date stamped map certified by a licensed State of California professional such as an architect, engineer, or surveyor. For a suburban three-site Qualifying Infill Area:

Project # 1	7 2-Bedroom Units	5 3-Bedroom Units	.75 Acre
Project # 2	6 2-Bedroom Units	8 3-Bedroom Units	.65 Acre
Project # 3	9 2-Bedroom Units	7 3-Bedroom Units	.50 Acre

The adjusted Net Density would be 22 two-bedroom units times 1.2 plus 20 three-bedroom units times 1.6) or 58.4. Dividing this by 20 (suburban Minimum Density) and 1.9 acres (net area of the 3 sites) and multiplied by 100 results in an adjusted Net Density as a Percentage of Required Density of 153.7 percent which yields 15 points for Density.

Unit Size (Bedrooms)	Factor
0-Bedroom	0.7
1-Bedroom	0.9
2-Bedroom	1.2
3-Bedroom	1.6
4-Bedroom	1.8

- (2) Points will be awarded in accordance with the following schedule:

Adjusted Net Density as a Percentage of Required Density	Points
200% or more	40
175% to 199.9%	30
150% to 174.9%	20
125% to 149.9%	15
110% to 124.9%	10
Less than 110%	0

(d) Access to Transit – 20 points maximum

Points will be awarded based on the percentage of residential units in the Qualifying Infill Area which are in developments which meet the criteria for proximity to a Transit Station or Major Transit Stop set forth in paragraph 309(d) relative to the total number of housing units in the Qualifying Infill Area. Two (2) points will be awarded for each 10 percent of such housing units. Percentages shall be rounded off to the nearest whole tenth.

(e) Proximity to Amenities – 20 points maximum

Applications will be awarded points based on the amenities in the Qualifying Infill Area or within one-half mile of its boundary, including amenities that will be in service when construction of the Qualifying Infill Project for the Qualifying Infill Area is completed.

The one-half mile radius will be measured from the established boundaries of the Qualifying Infill Area, as defined in local planning documents.

Points shall be awarded per amenity as follows:

Amenities serving Qualifying Infill Areas consisting of fewer than 200 residential units will yield 4 points each. Amenities serving Qualifying Infill Areas consisting of 200 or more residential units will yield 2 points each. Each distinct amenity may be counted only once. The Eligible Applicant shall designate the specific subcategory for each amenity identified. No more than 25 percent of a Qualifying Infill Area's amenities may be from any one subcategory. Applications may receive only one award of points from each of the following categories. Total points for this category may not exceed 20 points.

(1) Amenities include:

- (A) Parks (not including school grounds unless there is a bona fide, formal joint use agreement between the jurisdiction responsible for

the parks and recreational facilities and the school district providing availability to the general public of the school grounds and/or facilities), 4 points.

- (B) Locally recognized employment center with a minimum of fifty full-time employees. An employment center is a locally recognized concentration of employment opportunities such as a large hospital, industrial park, commercial district, or office area, 4 points.
- (C) Locally recognized retail center with a minimum of fifty full-time employees. A retail center is a downtown area or recognized neighborhood or regional shopping mall, 4 points.
- (D) Where at least 50 percent of the units designated in this application have two or more bedrooms, public schools or community colleges available for residents of the Qualifying Infill Area to attend, 4 points.
- (E) Where designated units in this application which qualify for special needs or single room occupancy use, as defined by TCAC, or has a special needs or supportive housing component, as defined under MHP, social service facilities available to serve the residents living in the Qualifying Infill Area, 4 points.
- (F) Where designated units in this application are reserved for qualified senior citizens under sections 51.2, 51.3 and 51.4 of the Civil Code, senior centers or facilities regularly offering services designed for seniors and available to the seniors residing in the Qualifying Infill Area, 4 points.
- (G) Where at least 25 percent of the total units are two bedroom or larger and an additional 25 percent of the total units are three bedroom or larger, with no restriction or preference for seniors or special needs populations, and the housing developments including these units are located within the high or highest resource community neighborhoods as indicated at time of application on the currently adopted TCAC/HCD Opportunity Area Map shall receive 20 points.

(f) Consistency with Regional Plans –10 points maximum

(1) Points will be awarded for each of the following:

- (A) Five (5) points will be awarded if the Qualifying Infill Area supports the implementation of either a sustainable communities strategy or alternative planning strategy that has

been determined by the California Air Resources Board to achieve the region's greenhouse gas emissions target. Consistency with such plans must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization, regional transportation planning agency, or local transportation commission.

- (B) If a sustainable communities strategy is not required for a region by law, 5 points will be awarded if the Qualifying Infill Area supports a regional plan that includes policies and programs to reduce greenhouse gas emissions. Consistency with plans must be demonstrated by a letter or resolution executed by an officer, or equivalent representative from the metropolitan planning organization or regional transportation planning agency, or local transportation commission.
- (C) Applications for Qualifying Infill Areas in which not less than 50 percent of the land area is within a Transit Priority Area will receive 5 points. Evidence of a Qualifying Infill Area within, or partially within (as defined in this section) a Transit Priority Area must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization, regional transportation planning agency, or local transportation commission.

ARTICLE 4. PROGRAM OPERATIONS

Section 311. Legal Documents

Upon the award of Program funds, the Department shall enter into a Standard Agreement with the Recipient constituting a conditional commitment of funds. This contract shall require the parties to comply with the requirements and provisions of these Guidelines. The Standard Agreement shall encumber funds in an amount sufficient to fund the approved project, subject to limits established in the NOFA and consistent with the application. The Standard Agreement shall contain, but not be limited to, the following as appropriate for the activity:

- (a) A description of the approved Capital Improvement Project and the approved Qualifying Infill Project, Qualifying Infill Area, or both, and the permitted uses of Program funds;
- (b) Provisions governing the amount, terms and conditions of the Program grant;
- (c) Provisions governing the construction work and, as applicable, the acquisition and preparation of the site of the Capital Improvement Project, and the manner, timing, and conditions of the disbursement of grant funds;
- (d) The Recipient's responsibilities for the development of the approved Capital Improvement Project, including, but not limited to, construction management, maintaining files, accounts, and other records, and reporting requirements;
- (e) Provisions relating to the development, construction, affordability and occupancy of the Qualifying Infill Project supported by the Capital Improvement Project and the development, construction and occupancy of housing designated for development in the application for funding of a Qualifying Infill Area;
- (f) Provisions relating to the placement on, or in the vicinity of, the Project site, a sign indicating that the Department has provided funding for the Capital Improvement Project. The Department may also arrange for publicity of the Department grant in its sole discretion;
- (f) Remedies available to the Department in the event of a violation, breach or default of the Standard Agreement;
- (h) Requirements that the Recipient permit the Department or its designated agents and employees the right to inspect the Project and all books, records and documents maintained by the Recipient in connection with the Program grant;
- (i) Special conditions imposed as part of Department approval of the project;
- (j) Terms and conditions required by federal or state law; and

- (k) Other provisions necessary to ensure compliance with the requirements of the Program.

Section 312. Reporting Requirements

- (a) During the full term of the Standard Agreement and covenant and according to the deadlines identified in the Standard Agreement and the Covenant, the Recipient shall submit, upon request of the Department, an annual performance report regarding the construction of the Capital Improvement Project; and upon receipt of the certificate of occupancy, an annual monitoring report regarding the affordability and occupancy of the housing Project designated in the application.
- (b) At any time during the term of the Standard Agreement and/or Covenant, the Department may perform or cause to be performed a financial audit of any and all phases of the Recipient's Project. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- (c) The Recipient and owner agree to regular monitoring of the housing development by the Department or such designee the Department may name at any time during the term of the Standard Agreement and/or Covenant, to verify compliance with the requirements of the Program. The Recipient and owner, or designee, shall submit annual reports as required by the Department on forms approved or provided by the Department, detailing components of the on-going operations of the housing development, as noted in this subsection. The components of annual operations for which reporting is required, which the Department retains the right to inspect, or cause to be inspected, include, and are not limited to:
 - (1) The Qualifying Infill Project or the housing designated in the Qualifying Infill Area, including interior of units, common areas, and exterior of the development;
 - (2) Tenant files, demonstrating compliance with Program affordability standards;
 - (3) Financial records, including the right to request a certified financial audit of the revenue, expenses, and operations of the housing development; and
 - (4) Insurance records to ensure continuous insurance coverage in accordance with Department and Program requirements.

The Department retains the authority to compel the Recipient and owner to comply with Program requirements as detailed in the IIG restrictive Covenant recorded against the property.

Section 313. Defaults and Cancellations

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

Section 314. Prevailing Wages

For the purposes of California's prevailing wage law (Lab. Code, § 1720 et seq.), an IIG Capital Improvement Project (i.e., the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvement of a Capital Asset) shall be considered a public work that is paid for in whole or in part out of public funds. As such, it is subject to California's prevailing wage law. Program funding of a Capital Improvement Project shall not necessarily, in and of itself, be considered public funding of a Qualifying Infill Project or the Qualifying Infill Area unless such funding is considered public funding under California's prevailing wage law.

It is not the intent of the Department in these Guidelines to subject Qualifying Infill Projects or Qualifying Infill Areas to California's prevailing wage law by reason of Program funding of

the Capital Improvement Project where such public funding would not otherwise make the Qualifying Infill Project or Qualifying Infill Area subject to such law.

Although the use of Program funds does not require compliance with the federal Davis-Bacon Act, other funding sources may require compliance with the federal Davis-Bacon Act.

HCD IIG Sunnydale HOPE SF Block 3B Expenditure Schedule

Proposed expenditures for the HCD IIG Sunnydale HOPE SF Block 3B Grant.

Agency Name	Project Description	HCD Funding Amount
City and County of San Francisco	Funds from the IIG Program will support the abatement and demolition of 22 public housing units; grading and site preparation; underground utilities including joint trench utilities, a combined sewer system, domestic water, an auxiliary water supply system, irrigation lines, and stormwater management implementation strategies; a two-lane paved street; street furnishing; sidewalks; a westbound bike lane; and construction and lighting of a new publicly accessible pedestrian and bicycle path.	\$6,500,000

TOTAL HCD: \$6,500,000

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

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



June 23, 2020

Ramie Dare, Vice President
Mercy Housing California
1256 Market Street
San Francisco, CA 94102

Daniel Adams, Acting Director
Mayor's Office of Housing and Community
Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Dear Ramie Dare and Daniel Adams:

**RE: Award Announcement – Infill Infrastructure Grant Program
October 30, 2019 Large Jurisdiction NOFA
Mercy Housing California and City and County of San Francisco –
Sunnydale HOPE SF Block 3B
Contract No. 19-IIG-14391**

The California Department of Housing and Community Development (Department) is pleased to announce Mercy Housing California and the City and County of San Francisco (Awardees) have been awarded an Infill Infrastructure Grant (IIG) Program of 2019 Large Jurisdiction award in the amount of \$6,500,000. This letter constitutes notice of the designation of IIG program funds for the Awardees.

Awardees will be able to draw down funds when the standard agreement is fully executed, and any general and special conditions have been cleared in writing. In addition, expenditures may not be incurred prior to the execution of the standard agreement.

Congratulations on your successful application. For further information, please contact John Nunn, IIG Program Manager, Program Design and Implementation Branch – Climate Programs (916) 274-0575 or John.Nunn@hcd.ca.gov.

Sincerely,

Jennifer Seeger
Acting Deputy Director

1 [Apply for Grant - Sunnydale Block 3B Housing Partners, L.P. - Assumption of Liability -
2 Department of Housing and Community Development Infill Infrastructure Program -
3 Sunnydale Block 3B]

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

14
15 WHEREAS, The State of California Department of Housing and Community
16 Development ("Department") has issued a Notice of Funding Availability ("NOFA") dated
17 October 30, 2019, under the Infill Infrastructure ("IIG") Program established under Division
18 31, Part 12.5 of the Health and Safety Code commencing with Section 53559; and

19 WHEREAS, The Department is authorized to approve funding allocations for the IIG
20 Program, subject to the terms and conditions of the NOFA IIG Program Grant Guidelines
21 adopted by the Department on October 30, 2019 ("Program Guidelines"), an application
22 package released by the Department for the IIG Program ("Application Package"), and an
23 IIG standard agreement with the State of California ("Standard Agreement"), the
24 Department is authorized to administer the approved funding allocations of the IIG
25 Program; and

1 WHEREAS, The IIG Program provides infrastructure grants for Capital
2 Improvement Projects in support of Qualifying Infill Projects or Qualifying Infill Areas to
3 applicants identified through a competitive process for the development of projects that,
4 per the Program Guidelines, support higher-density affordable and mixed-income housing
5 and mixed-use infill developments; and

6 WHEREAS, The IIG Program requires that joint applicants for a project will be held
7 jointly and severally liable for completion of such project; and

8 WHEREAS, Sunnydale Block 3B Housing Partners, L.P., a California limited
9 partnership ("Developer"), has requested the City and County of San Francisco (the
10 "City"), acting by and through the Mayor's Office of Housing and Community Development
11 ("MOHCD"), to be a joint applicant for an 84 unit, 100% affordable housing project, with
12 15,000 square feet of ground floor commercial space (the "Project") identified as
13 Sunnydale Block 3B ("Sunnydale Block 3B"); in Sunnydale HOPE SF Development
14 Agreement (File Number 161164); and

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

20 WHEREAS, The City, acting by and through MOHCD, desires to apply for IIG
21 Program funds and submit an Application Package as a joint applicant with the Developer;
22 and

23 RESOLVED, That the Board of Supervisors delegates to MOHCD, on behalf of the
24 City, the authority to execute an application to the IIG Program as detailed in the NOFA
25 dated October 30, 2019, in a total amount not to exceed \$6,500,000 of which the entire

1 amount will be provided as a as a grant for Capital Infrastructure Improvements as defined
2 the IIG Program Guidelines and sign the IIG Program documents; and, be it

3 FURTHER RESOLVED, The Board of Supervisors specifically agrees that the City
4 shall assume any joint and several liability for completion of the Project required by the
5 terms of any grant awarded to the City and the Developer under the IIG Program; and, be
6 it

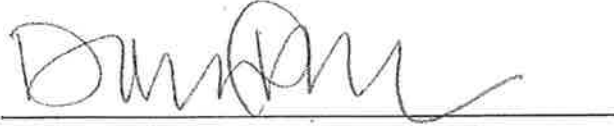
7 FURTHER RESOLVED, That the Board of Supervisors acknowledges that if the
8 Application is successful, the City, through MOHCD, shall seek Board of Supervisors
9 approval of the IIG Standard Agreement, with terms and conditions that IIG Program funds
10 are to be used for allowable capital asset project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

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

22 FURTHER RESOLVED, That all actions authorized and directed by this Resolution
23 and heretofore taken are ratified, approved and confirmed by this Board of Supervisors.
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RECOMMENDED:



A handwritten signature in black ink, appearing to read 'Dan Adams', is written over a solid horizontal line.

Daniel Adams, Acting Director,

Mayor's Office of Housing and Community Development



City and County of San Francisco

Tails
Resolution

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

File Number: 191290

Date Passed: January 14, 2020

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


January 08, 2020 Budget and Finance Committee - RECOMMENDED


January 14, 2020 Board of Supervisors - ADOPTED

Ayes: 11 - Fewer, Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani, Walton and Yee

File No. 191290

I hereby certify that the foregoing
Resolution was ADOPTED on 1/14/2020 by
the Board of Supervisors of the City and
County of San Francisco.


Angela Calvillo
Clerk of the Board


London N. Breed
Mayor

1/24/20
Date Approved



City and County of San Francisco

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

Certified Copy

Resolution

191290 [Apply for Grant - Sunnydale Block 3B Housing Partners, L.P. - Assumption of Liability - Department of Housing and Community Development Infill Infrastructure Program - Sunnydale Block 3B]

Sponsors: Mayor; Walton

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

1/14/2020 Board of Supervisors - ADOPTED

Ayes: 11 - Fewer, Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani, Walton and Yee

1/24/2020 Mayor - APPROVED

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

CLERK'S CERTIFICATE

I do hereby certify that the foregoing Resolution is a full, true, and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County of San Francisco.

February 11, 2020

Date

f Angela Calvillo

Clerk of the Board

Office of the Mayor

News Releases

The latest news and announcements from Mayor London N. Breed

Mayor London Breed Appoints Eric Shaw to Serve as Director of the Office of Housing and Community Development

Posted Date: Tuesday, April 21, 2020

Shaw will assume leadership of the Mayor's Office of Housing and Community Development, which is tasked with developing affordable housing and ensuring local communities have access to essential resources.

San Francisco, CA – Mayor London N. Breed today announced the appointment of Eric D. Shaw as the new Director of the Mayor's Office of Housing and Community Development (MOHCD). Shaw's appointment as Director follows a comprehensive, nationwide search for the position. Former MOHCD Deputy Director of Housing Dan Adams had been serving as Acting Director of the agency since July 2019. Shaw's first day will be April 27, 2020.

"Creating affordable housing and building strong communities is critical to ensure that all of our neighborhoods in San Francisco are well-served," said Mayor Breed. "Eric has extensive experience in community planning and I'm looking forward to working with him to create a more affordable and equitable San Francisco. I would also like to thank Dan Adams for stepping into the role of Acting Director these past few months. With his leadership, MOHCD's housing and community development work has continued to expand, and I wish him the very best in his future endeavors."

"I am honored to be selected by Mayor Breed to lead the Mayor's Office of Housing and Community Development during this critical time in San Francisco's history," said Eric Shaw. "I am looking forward to being part of the Mayor's team to create more housing and make San Francisco a more affordable and equitable place to live. With the current Coronavirus pandemic, MOHCD's services are more important than ever, especially in our vulnerable communities."

Most recently, Shaw served as an advisor to the California Governor's Office of Emergency Services (Cal OES), where he coordinated community planning and engagement activities associated with recovery from the 2018 Camp Fire. Prior to his work at Cal OES, Shaw was the Director of the Office of Planning for Washington, D.C., and was the Director of Community and Economic Development for Salt Lake City. He has experience working in the Bay Area for Silicon Valley Community Foundation and the San Jose Redevelopment Agency.

He is a graduate of both UCLA and the Harvard University Graduate School of Design. Shaw brings a wealth of applicable experience to MOHCD, having worked extensively in and held leadership positions in both the public and non-profit sectors.

"The last 9 months I've served as Acting Director have been the most rewarding of my career," said MOHCD Acting Director, Dan Adams. "It's been an incredible honor to have been of service to Mayor Breed, to MOHCD, and to the City of San Francisco."

Dan Adams was appointed Acting Director by Mayor Breed in summer 2019. During Acting Director Adams's tenure, he advanced MOHCD's activities across its multiple program areas including new construction, acquisition and preservation, homeownership, and community development. Under his leadership, MOHCD supported the stabilization of operations at the San Francisco Housing Authority, completed construction on the first public housing replacement homes at Sunnysdale, and created its first internal Racial Equity Action Plan.

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AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER 19-IIG-14391	AMENDMENT NUMBER
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1. CONTRACTOR'S NAME Mercy Housing California, and City and County of San Francisco	2. FEDERAL I.D. NUMBER N/A
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3. AGENCY TRANSMITTING AGREEMENT Housing and Community Development	4. DIVISION, BUREAU, OR OTHER UNIT Financial Assistance	5. AGENCY BILLING CODE N/A
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6a. CONTRACT ANALYST NAME Contracts Office	6b. EMAIL LoanGrantContractsIntake@hcd.ca.gov	6c. PHONE NUMBER (916) 263-6872
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7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If Yes, enter prior contractor name and agreement number)

PRIOR CONTRACTOR NAME N/A	PRIOR AGREEMENT NUMBER N/A
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8. BRIEF DESCRIPTION OF SERVICES
To provide gap funding for qualified infrastructure improvement projects.

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

The Infill Grant Program was funded by the Infill Infrastructure Grant Program of 2019. Its primary objective is to promote infill housing development. The program seeks to accomplish this objective by providing financial assistance for infrastructure improvements necessary to facilitate new infill housing developments.

10. PAYMENT TERMS (More than one may apply)

- Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold 0% Advanced Payment Not To Exceed
 Reimbursement/Revenue \$ 0.00 or 0%
 Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	2240 105 0001 Cat.	2019/2020	363	2019	\$ 6,500,000.00

OBJECT CODE 22402000/42025 = \$6,500,000.00 5432000 - Grants and Subventions - Governmental	AGREEMENT TOTAL	\$ 6,500,000.00
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,500,000.00
<i>I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00
	TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,500,000.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
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AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

19-IIG-14391

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original		06/30/2025	\$ 6,500,000.00	Exempt
Amendment No. 1				
Amendment No. 2				
Amendment No. 3				
		TOTAL	\$ 6,500,000.00	

13. BIDDING METHOD USED:

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

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

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

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

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

N/A

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

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

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION N/A

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

AUTHORIZED SIGNATURE N/A	SIGNER'S NAME (Print or Type) N/A	DATE SIGNED N/A
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A

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

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

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

- A. Contractor Certification Clauses No Yes N/A
- B. STD.204 Vendor Data Record No Yes N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? No Yes

SB/DVBE Certification Number:
N/A

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?

(If an amendment, explain changes, if any) No (Explain Below) Yes _____ % of Agreement

N/A

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

N/A

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

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

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

19-IIG-14391

AMENDMENT NUMBER

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

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

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

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

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**Business & Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6872

www.hcd.ca.gov

Ramie Dare, Vice President
Mercy Housing California
1256 Market Street
San Francisco, CA 94102

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

Dear Ramie Dare and Eric Shaw:

RE: Contract No. 19-IIG-14391

Congratulations on your Infill Infrastructure Grant (IIG) Program Award. Attached is an electronic copy of the Standard Agreement with Exhibits A through E.

A. Standard Agreement (STD 213 and Exhibits A through E)**STD 213 – Cover page****Exhibit A** – Authority, Purpose and Scope of Work**Exhibit B** – Budget Detail and Payment Provisions**Exhibit C** – State of California General Terms and Conditions - GTC 04/2017

Exhibit C is incorporated by reference; please see the STD 213 for additional information.

Exhibit D – IIG Terms and Conditions**Exhibit E** – Special Terms and Conditions**B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please review and complete one of the following options:**

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213 page.

All signatures must be in **blue ink/font**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print one copy of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page. The hardcopy must be an original, **wet** signature and in **blue ink**; do not return the Exhibits to HCD.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or the signed hardcopy of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

**Department of Housing and Community Development
Business & Contract Services Branch
Contracts Office, Attention:
2020 W. El Camino Avenue, Suite 130
Sacramento, CA 95833**

7. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Sherri Kerth, IIG Program Manager, DSFA Unit, at (916) 841-6712 or Sherri.kerth@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Contracts Analyst

cc: Sherri Kerth, IIG Program Manager, DSFA Unit

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

19-IIG-14391

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, and City and County of San Francisco

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

06/30/2029

3. The maximum amount of this Agreement is:

\$6,500,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	IIG Terms and Conditions	16
Exhibit E	Special Conditions	6
TOTAL NUMBER OF PAGES ATTACHED		29

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

Mercy Housing California

a California nonprofit public benefit corporation

By: _____ Date: _____

Ramie Dare
Vice President

Address:

1256 Market Street
San Francisco, CA 94102

City and County of San Francisco

a municipal corporation, acting by and through the Mayors Office of Housing and Community Development

By: _____ Date: _____

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

Address:

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

Prep Date: 10/17/2022

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement, STD. 213 (hereinafter “Agreement”) is the result of Recipient’s application (“Application”) for funding under the Infill Infrastructure Grant Program of 2019 (“Program”) pursuant to:

- A. Part 12.5 of Division 31 of the Health and Safety Code (commencing with Section 53559);
- B. The Infill Infrastructure Grant Program of 2019 Guidelines (the “Guidelines”) dated October 30, 2019, issued by the State of California, Department of Housing and Community Development (“Department”) and as may be amended from time to time; and,
- C. The Program’s Notice of Funding Availability (“NOFA”) under which the Contractor applied, was issued by the Department, dated October 30, 2019. In accepting this grant award, the Recipient agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, and the disbursement agreement, which is more particularly described in Exhibit B, attached hereto.
- D. This exhibit makes reference to Exhibits B, C, D, and E, all of which are attached hereto and made a part hereof by this reference.

2. Scope of Work

The Scope of Work (“Work”) for this Agreement shall consist of the development and construction by or on behalf of the Recipient as follows:

- A. The “Capital Improvement Project” described in Exhibit E under provision Ex. A-E.1.
- B. The residential housing development designated in the Application as the “Qualifying Infill Project” (hereinafter also referred to as the “Housing Development”), to be developed and constructed by the Recipient, or other developer, as provided in the Application and meet the criteria set forth in Exhibit E under provision Ex. A-E.2.

EXHIBIT A

- C. The Capital Improvement Project is an integral part of or is necessary for the completion of the Housing Development. The Recipient is responsible for and shall ensure the completion of the Capital Improvement Project and the completion and occupancy of the Housing Development in accordance with the criteria set forth above in Paragraph 2.B. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.
- D. The Department, the Recipient and other parties as required by the Department, shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds, as more particularly described in Exhibit B, attached hereto.

3. Definitions

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

- A. “Recipient” refers to the entity or entities submitting an application, or to a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page one of this Agreement. In the case of joint applicants, “Recipient” shall also refer to each applicant or the Department-approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein because the Department may only provide a single Program award under this Agreement, in the case of joint applicants, or where a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page one of this Agreement is added later, all such applicants and related-entities identified as a Contractor under this Agreement shall collectively comprise and be deemed a joint venture.
- B. “Capital Improvement Project” means the Capital Improvement Project described in Paragraph 2.A. of this Exhibit A.
- C. “Housing Development” means the Qualifying Infill Project described in Paragraph 2.B. of this Exhibit A that is supported by the Capital Improvement Project.

EXHIBIT A

Any reference to a specific “Section” or “section” of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated October 30, 2019. Notwithstanding, if and when the Department amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guideline section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guideline section number(s), any reference herein to the old Guideline section(s) number(s) shall be interpreted to refer instead to the Guideline section(s) that is (or are) intended to replace the content and substance of the former Guideline section(s).

4. Proximity to Amenities and Access to Transit: Large Jurisdictions

In response to submissions in the Application, the Department awarded rating points to qualifying infill projects in large jurisdictions for proximity to amenities (Guidelines Section 309(e)) and access to transit (Guidelines Section 309(d)) relative to the location of the Housing Development. At the request of the Department, Recipient shall provide evidence sufficient to support such award of points by the Department. The Department may refuse to commence or continue the disbursement of Program funds unless and until Recipient responds to such a request in a manner satisfactory to the Department.

5. Performance Milestones

Recipient shall ensure the completion of the PERFORMANCE MILESTONES set forth in Exhibit E under provision Ex. A-E.3, which are attached hereto and made a part hereof, by the designated dates. Recipient may apply to the Department for an extension of these timelines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Milestones.

6. State Contract Coordinator

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

EXHIBIT A

7. Recipient Contract Coordinator

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Budget

The preliminary projected budget (“Budget”) as referenced in this Exhibit contains the cost items for the design, development and construction of the approved Capital Improvement Project, including the sources and uses of funds (“Sources and Uses”). The financial information for the foregoing Budget is contained in Exhibit E under provision Ex. B-E.4 in a table entitled “PROJECT BUDGET.” Recipient agrees that any cost overruns or increases resulting in a total cost for Capital Improvement Project exceeding that set forth in the Budget shall be the responsibility of Recipient.

2. Contract Amount

- A. For the purpose of performing the Work, the Department agrees to provide the amount identified on page one, number 3, of this Agreement (STD. 213) in the form of a grant for the uses identified in the Budget. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the Budget. Changes in aggregate of ten percent (10%) or less of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department’s express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

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

EXHIBIT B

Pursuant to Sections 309(a)(3)(D) of the Guidelines, for Qualifying Infill Projects in Large Jurisdictions, the Department requires the Recipient to provide an Estoppel Letter, acceptable to the Department, evidencing that the amount of owner equity or developer funds proposed by the Recipient at application stage, and relied upon by the Department in reviewing the financial feasibility of the project, continues to be committed to the project.

4. Completion Dates

- A. Pursuant to Guidelines Section 306(d), all Program funds must be disbursed no later than Disbursement Deadline, as that term is further defined in Exhibit E under provision Ex. B-E.1. All un-disbursed funds remaining as of the Disbursement Deadline, will no longer be available for this Project. All invoices for payment must be submitted to the Department no later than three (3) months prior to the Disbursement Deadline to ensure payment processing.
- B. This Agreement shall expire on the date set forth in Exhibit E under provision Ex. B-E.2 notwithstanding a contrary date set forth on page one of this Agreement.

5. Method of Payment

- A. Payment shall be made as progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for Work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.
- C. The Department shall not authorize payment(s) for pre-development and/or soft costs until the Department has received from the Recipient:
 - 1) An executed construction contract; and,
 - 2) Evidence, acceptable to the Department, demonstrating that construction period funding sources have been secured, or has, or will be converted to permanent funding sources.

EXHIBIT B

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Capital Improvement Project and an updated Budget; therefore, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds.
- B. The Disbursement Agreement must be executed within two (2) years from the date of award pursuant to Section 306 (c)(2), which date is set forth in specific detail in Exhibit E under provision Ex. B-E.3.

[PROJECT BUDGET TABLE NOW APPEARS IN EXHIBIT E]

EXHIBIT D

IIG GENERAL TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. The Recipient agrees that construction of the Capital Improvement Project has not commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, subject to the termination date specified on page one, number two, of this Agreement, and subject to the expiration date provided by Exhibit B paragraph 4.B, unless a written request for an extension is submitted and written approval by the Department is provided within ninety (90) days prior to the termination or expiration date of this Agreement. Any extension to the termination or expiration date shall require an amendment to this Agreement.

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any terms and/or special conditions of this Agreement, to include but not limited to Paragraph 46 of this Exhibit. Upon termination or expiration of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination.

3. Infill Infrastructure Grant Documents

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

EXHIBIT D

4. Covenant Regarding Development of Affordable Housing

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

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

EXHIBIT D

5. Site Control

The Recipient must have and maintain site control sufficient to ensure the timely commencement of the Infrastructure Project and the Housing Development as determined by the Department. The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Infrastructure Project and the Housing Development and provide evidence of such instruments prior to the first disbursement of Program funds.

6. Appraisals

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

7. Relocation Plan

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

8. Article XXXIV

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

EXHIBIT D

9. Environmental Conditions

The Recipient shall provide to the Department the following:

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

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

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

11. Litigation

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

EXHIBIT D

Milestones

Recipient shall ensure the completion of the designated activities within the dates designated in Exhibit A, Performance Milestones, and as further set forth in the Disbursement Agreement.

12. Insurance

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

13. Change of Conditions

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

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

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

15. Waivers

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

EXHIBIT D

16. Identity of Interests

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

17. Loan Agreement Between Co-Recipients

In the event of a joint application where the co-Recipient Locality or public housing authority and the co-Recipient developer have agreed in writing that the Locality or public housing authority, shall receive the Program funds as the primary Recipient in order to make a loan to the developer for tax credit purposes, the loan terms shall provide for, at a minimum, the following:

- A. A zero percent (0%), deferred payment loan, with a term of at least thirty (30) years for home ownership developments, or a term of at least fifty-five (55) years for rental developments.
- B. No periodic payments shall be required under the loan.
- C. The co-Recipients shall be responsible for all aspects of establishing, documenting and servicing the loan.
- D. The provisions governing the loan shall be entirely consistent with the IIG Guidelines and all documents required by the Department with respect to the use and disbursement of Program funds.
- E. All documents governing the loan between the public agency lender and the developer borrower shall be subject to the review and approval of the Department prior to making the loan.
- F. Any additional terms the Department may require, ensuring compliance with the Guidelines, this Standard Agreement, Disbursement Agreement and any other Department grant documents.

EXHIBIT D

DESIGN

18. Architect

The Recipient shall utilize the services of an architect and/or an engineer to provide professional design and engineering services for the Infrastructure Project and Housing Development. Recipient shall ensure that an architect and/or an engineer shall supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction Contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in Paragraph 35, of this Exhibit D. At the request of the Department, Recipient shall submit all contracts for these services to the Department for its review and approval.

19. Plans and Specifications and Project Cost Estimates

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

20. Reasonable Development Costs

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

21. Adaptability and Accessibility

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

22. Acoustics Report

EXHIBIT D

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

23. Approval by Public Works Department

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

CONSTRUCTION

24. Construction Contract

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

25. Contractor's Assurance of Completion

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

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as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

26. Prevailing Wages

Pursuant to Section 314 of the Guidelines, for the purposes of the State Prevailing Wage Law (Labor Code Sections 1720 – 1781), a grant under the Program shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Infrastructure Project subject to the provisions of the State Prevailing Wage Law. Program funding of an Infrastructure Project shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to the State Prevailing Wage Law by reason of Program funding of the Infrastructure Project in those circumstances where such public funding would not otherwise make the Housing Development subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

27. Construction Phase Information

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

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

EXHIBIT D

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

28. Signage

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

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

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

INSPECTION OF GRANT ACTIVITIES

29. Site Inspection

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

EXHIBIT D

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

30. Infrastructure Project and Housing Development Inspection

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

EXHIBIT D

31. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four (4) years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Infrastructure Project or the Housing Development. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause, which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- F. If so, directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

EXHIBIT D

COMPLETION OF CONSTRUCTION

32. Relocation Plan Implementation Report

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

33. Architect Certification

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

34. Cost Certification

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

35. Recorded Notice of Completion

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

36. “As-Built” Plans and Specifications

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

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37. Intentionally left blank

HOUSING DEVELOPMENT REQUIREMENTS

38. Confirmation of Permitted Housing Units

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

39. Proximity to Amenities: Large Jurisdictions

The following paragraph shall only apply to large jurisdictions. To ensure the Recipient's Housing Development meets or exceeds the proximity to amenities proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the amenities will be in service and located in distances consistent with Sections 309 and 310 of the Guidelines, as applicable, when the Housing Development is completed.

40. Access to Transit: Large Jurisdictions

The following paragraph shall only apply to large jurisdictions. To ensure the Recipient's Housing Development meets or exceeds the access to transit distance proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the transit stations or major transit stops meet the definitions in Section 302(gg) and 302(o) of the Guidelines, respectively. The evidence shall substantiate completion of the transit stations identified in the application no more than five years from the deadline for submittal of applications set forth in the NOFA, and pursuant to the definition of Transit Station of the Guidelines in Section 302.

REPORTING REQUIREMENTS

41. Reports on Infrastructure Project

EXHIBIT D

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

42. Reports on Housing Development

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

43. Updated Information

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

44. Monitoring Requirements

The Program shall perform regular monitoring of the housing development and/or fiscal monitoring of the grant pursuant to section 312 of the Guidelines. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Infrastructure Project files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

REPAYMENT OF GRANT FUNDS

45. Breach of this Agreement

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

EXHIBIT D

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

46. Repayment of Grant Funds for Failure to Develop Housing

Recipients will be required to repay disbursed Program grant funds where construction of residential units in the Housing Development used as the basis for calculating the grant amount pursuant to Section 305(a) of the Guidelines has not received building permits within two (2) years from the date of the Program grant award. The Department may extend these deadlines, for a term not to exceed seven (7) years, if the Recipient demonstrates, to the satisfaction of the Department, that it has complied with the performance milestones identified in Exhibit A of this Agreement. The amount to be repaid shall be the same proportion to the total grant amount as the number of residential units where construction has not timely commenced to the total number of designated residential units.

EXHIBIT E

PROJECT SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. PROJECT SPECIFIC PROVISIONS

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

Provision Ex. A-E.1 (As referenced in Exhibit A paragraph 2.A)

Sunnydale HOPE SF Block 3B proposal meets the requirement of a Capital Improvement Project (CIP) in support of a Qualifying Infill Project (QIP). The total IIG funding request is \$6,500,000.00.

CIP includes improvements within the QIP as well as the right-of-way for which the QIP is responsible. Scope includes abatement and demolition of existing improvements, grading and site preparation as well as new street and utility infrastructure, a bike lane, sidewalks, and a publicly accessible pedestrian and bicycle path.

Provision Ex. A-E.2 (As referenced in Exhibit A paragraph 2.B)

Sunnydale HOPE SF Block 3B APN: 6311-014 (proposed), 6311-011 (former) 1555 Sunnydale Avenue (proposed) Final Map 11040 Lot 4 San Francisco, CA 94134			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
1	5	5	30
2	8	8	30
3	5	5	30
1	10	10	50
2	16	16	50
3	19	19	50

EXHIBIT E

0	4	4	60
1	9	9	60
2	9	9	60
2	3	0	None
3	1	0	None
3	1	0	Manager
Total	90	85	
Net Density (see Guidelines Sec. 302(t))		128.6	

Provision Ex. A-E.3 (As referenced in Exhibit A paragraph 5)

PERFORMANCE MILESTONES

Performance Milestone	Infrastructure Project	Housing Development
Executed binding agreement between the Recipient and developer of the proposed Housing Development detailing the terms and conditions of the Project development.	3/3/2017	3/3/2017
Site Control of Housing Development site(s) by proposed housing developer.	3/3/2017	3/3/2017
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	9/1/2015	9/1/2015
Obtaining all necessary and discretionary public land use approvals.	3/3/2017	3/3/2017
Obtaining all enforceable funding commitments for the Housing Development supported by the Infrastructure Project.	N/A	6/2/2023
Obtaining all enforceable funding commitments for all construction period financing.	2/11/2022	6/2/2023

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Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses (as defined in Exhibit B to this Agreement) including substantially final construction/permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	2/11/2022	6/2/2023
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	2/10/2022	6/2/2023
Commencement of construction.	5/16/2022	6/5/2023
Construction complete and the filing of the Certificate of occupancy	5/31/2025	5/31/2025

Provision Ex. A-E.4 (As referenced in Exhibit A paragraph 6)

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

Provision Ex. A-E.5 (As referenced in Exhibit A paragraph 7)

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

EXHIBIT E

Recipient:	City and County of San Francisco
Authorized Representative Name:	Eric D. Shaw
Authorized Representative Title:	Director, Mayor's Office of Housing and Community Development
Address:	1 South Van Ness Avenue, 5 th Floor, San Francisco, CA 94103
Phone No.:	415-701-5500
Email Address:	eric.shaw@sfgov.org

Provision Ex. B-E.1 (As referenced in Exhibit B paragraph 4.A)

The "Disbursement Deadline," as that term is used and referenced throughout the agreement, and in particular in Exhibit B paragraph 4.A, shall be no later than four (4) years from the date of the award, unless an extension has been granted by HCD to extend this deadline out to no later than June 30, 2025, pursuant to Section 306(d) and 306(h) in the Guidelines.

Provision Ex. B-E.2 (As referenced in Exhibit B paragraph 4.B)

This Agreement shall expire on June 30, 2029, notwithstanding a contrary date set forth on page 1 (entitled STD. 213) of this Agreement.

Provision Ex. B-E.3 (As referenced in Exhibit B paragraph 6)

The Disbursement Agreement must be executed within two (2) years from June 23, 2020 (the date of award) unless an extension pursuant to Section 306 (h) of the Guidelines has been granted.

Provision Ex. B-E.4 (As referenced in Exhibit B paragraph 1)

EXHIBIT E

PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES		
Sunnydale HOPE SF Block 3B		Mercy Housing California, City and County of San Francisco
ESTIMATED CAPITAL IMPROVEMENT PROJECT COSTS		DEVELOPMENT COSTS BY FUNDING SOURCE
DEVELOPMENT COSTS		
Costs Category	Total Project Amount	Infill Grant Program
PROJECT ACTIVITY (Hard Cost)		
Total Project Activity Costs	\$6,077,000	\$6,077,000
SOFT COST AND OTHER PROJECT RELATED COSTS		
Total Soft Cost and Other Project Related Costs	\$423,000	\$423,000
TOTAL PROJECTED CIP COSTS	\$6,500,000	\$6,500,000

Provision Ex. D-E.1 (As referenced in Exhibit D paragraph 29)

The signage required by Exhibit D, paragraph 29 shall contain the following information:

PROJECT NAME: Sunnydale HOPE SF Block 3B

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

EXHIBIT E

2. SPECIAL TERMS AND CONDITIONS

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

A. Payee

The authorized Payee(s) is/are as specified below:

Payee Name: City and County of San Francisco \$6,500,000.00

B. **Provision Ex. B-E.1** (As referenced in Exhibit B paragraph 4.A)

IIG Round 6 Projects have a disbursement deadline of June 30, 2023. Many projects awarded under Round 6 IIG will be unable to meet this June 30, 2023, date because of delays related to the COVID-19 pandemic. The 2021 Budget Act authorizes an extension of the liquidation date for Projects with identified COVID related delays to June 30, 2025, upon approval by HCD. Requests for disbursements must be received by HCD three months prior to the disbursement deadline. The Performance Milestones reflect this date has changed to June 30, 2025.

Infill Infrastructure Grant Program of 2019

2019 Notice of Funding Availability

Qualifying Infill Area and Qualifying Infill Project Supplemental Application



**State of California
Governor Gavin Newsom**

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

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

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

NOFA: October 30, 2019

Rev. 1/14/20

Sunnydale HOPE SF Block 3B Overview							1/14/20
When opening this file, a yellow banner at the top may appear with a button that says "Enable Editing". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.							
Orange shaded areas are documents that must be submitted to HCD and/or uploaded to FFAST. Click here for FFAST upload instructions and user manual.							
Are you applying for funds for a Capital Improvement Project (CIP) within a Qualifying Infill Area (QIA) or for a Qualified Infill Project (QIP)?							QIP
QIP Name:	Sunnydale HOPE SF Block 3B		County QIP is located:	San Francisco	Geographic Region:	Northern	
Project or Area information for Large Jurisdiction (county that is not a Small Jurisdiction, or any city within that county)							
§303(d)(2) For purposes of evaluating applications from Large Jurisdictions: QIP means a residential or mixed-use residential project located within an Urbanized Area on a site that has been previously developed, or on a vacant site where at least 75% of the perimeter of the site adjoins parcels that are developed with urban uses.							
	QIP Name	QIP Brief Description	QIP Address	QIP City	QIP Zip	Census Tract	APN
QIP	Sunnydale HOPE SF Block 3B	QIP comprises 92 new affordable units for households between 30% and 60% TCAC AMI with approx. 5,100 sqft of neighborhood retail. Unit mix consists of 4 studios, 27 1BD units, 36 2BD units, and 25 3BD units with 75% (69 units) assisted by Section 8 Project Based Vouchers (PBV).	Lot 4 Tentative Map 9537	San Francisco	94134	06075060502	6311-011
	Name(s) of QIP(s) that CIP will support		Related CIP Description and Scope §304				
CIP (identify all if more than one)	Sunnydale HOPE SF Block 3B		The CIP is necessary for the vertical QIP to proceed. Improvements will be made within the QIP parcel boundary as well as in the adjacent right-of-way for which the QIP is responsible. Scope includes abatement and demolition of existing improvements, grading, and site preparation. It also includes new street and utility infrastructure, a bike lane, sidewalks, and a publicly accessible pedestrian and bicycle path.				
Is the QIP a scattered site project?			No	If yes, complete the section below			
			Site Address		Homeownership or Rental		
N/A							
QIP - Total Land Area in Acres:			0.9				
QIP - Commercial Square Feet			5,109				
Eligible Applicant §302(j)							
(a) Applicants certify the proposed CIP(s) or portion thereof, has not previously received an award of Program funds under a previous NOFA.							Yes
Applicant #1							
Entity Name	Mercy Housing California			Applicant Type	Nonprofit Developer applying jointly §302(j)(2)		
Address	1256 Market Street		City	San Francisco	State	CA	Zip 94102
Auth Rep	Ramie Dare	Title	Vice President	Authorized Rep. Email	rdare@mercyhousing.org		Phone (415) 355-7118
Contact	Ramie Dare	Title	Vice President	Contact Email	rdare@mercyhousing.org		Contact Phone (415) 355-7118
Address	1256 Market Street		City	San Francisco	State	CA	Zip 94102
Applicant #2							
Entity Name	City and County of San Francisco			Applicant Type	City and County		
Address	1 South Van Ness Avenue		City	San Francisco	State	CA	Zip 94103
Auth Rep	Daniel Adams	Title	Acting Director	Authorized Rep. Email	dan.adams@sfgov.org		Phone (415) 701-5616
Contact	Sara Amaral	Title	Senior Project Manager	Contact Email	sara.amaral@sfgov.org		Contact Phone (415) 701-5614
Address	1 South Van Ness Avenue		City	San Francisco	State	CA	Zip 94103
Certifications & Legal Disclosure							
Certifications & Legal Disclosures are required for all Applicants, except where a joint applicant is a governmental entity. Governmental entities are not required to submit Certifications & Legal Disclosure with the application.							
A completed and signed Certification is required for each Applicant.				A copy of the required Certification & Legal Disclosure can be downloaded by clicking here.			
FFAST File:	App1 Cert & Legal	Certification & Legal Disclosure				File Uploaded?	Yes
FFAST File:	App2 Cert & Legal	Certification & Legal Disclosure				File Uploaded?	Yes
Resolution							
A resolution is required of each Joint Applicant - both private and public entities. A sample resolution template is available on IIG website.							
The resolution template is intended to be a sample. Applicants may use their own format as long as it contains ALL of the authorizations contained in the template.							
<ul style="list-style-type: none"> The person attesting to the signing of the resolution cannot be the same person authorized to execute the documents in the name of the applicant. If more than one authorized signatory is identified in the resolution, specifically state whether both signatories are required (i.e. x and y) or only one signatory (i.e. x or y) is required to submit and execute the IIG Program documents. If the application is being signed by a designee of the authorized signatory, the applicant must also submit a designee letter or other proof of signing authority. Wet signature originals must be submitted at application due date. 							
FFAST File:	App1 Reso	Resolution (wet signature required)			Copy submitted	File Uploaded?	Yes
FFAST File:	App2 Reso	Resolution (wet signature required)			Copy submitted	File Uploaded?	Yes

Organizational Documents

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

Submit Organizational Documents supporting the Resolution.

FAAST File:	App1 OrgChart	Organizational Chart	Files Uploaded?	Yes
FAAST File:	App2 OrgChart	Organizational Chart	Files Uploaded?	N/A
FAAST File:	App1 Org1, App1 Org2, etc.	Organizational Documents	Files Uploaded?	Yes
FAAST File:	App2 Org1, App2 Org2, etc.	Organizational Documents	Files Uploaded?	N/A

Signature Block

All Applicants must submit a Signature Block in a Microsoft Word Document that will be used in Department legal documents such as a Standard Agreement.

FAAST File:	App1 Signature	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes
FAAST File:	App2 Signature	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes

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

Any Applicant or party that receives HCD funding must submit a Payee Data Record or Taxpayer Identification Number (TIN) form. The TIN must be submitted by all governmental entities. All others must submit the STD-204 Payee Data Record. A wet signature original must be submitted to HCD. [Forms available on IIG website.](#)

FAAST File:	App1 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN)	File Uploaded?	Yes
FAAST File:	App2 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN)	File Uploaded?	Yes

Sunnydale HOPE SF Block 3B Project Narrative

1. Summarize the scope of work for the CIP(s). Describe the distinct infrastructure improvements relating to utilities, surface improvements, landscape and amenities, environmental mitigation and remediation, replacement transit, residential parking and/or transit, etc.:

The CIP is necessary for the vertical QIP to proceed. Improvements will be made within the QIP parcel boundary as well as in the adjacent right-of-way for which the QIP is responsible. Funds from the IIG Program will support the abatement and demolition of 22 public housing units; grading and site preparation; underground utilities including joint trench utilities, a combined sewer system, domestic water, an auxiliary water supply system, irrigation lines, and stormwater management implementation strategies; a two-lane paved street; street furnishing; sidewalks; a westbound bike lane; and construction and lighting of a new publicly accessible pedestrian and bicycle path.

2. Describe all on-site supportive services that will be provided at the required QIP:

The QIP will be staffed by Mercy Housing Management Group and Mercy Housing California for property management and resident service coordination, respectively. Extensive level of resident service and support will be provided given the target households, of which 75% are Sunnydale public housing residents.

3. Explain any specific development issues (relocation, environmental, historical, topography, etc.) at the required QIP and/or CIP(s):

RELOCATION: The QIP requires the temporary relocation of 22 households and demolition of 22 public housing units. The San Francisco Housing Authority will assist affected households in relocating temporarily to vacant rehabbed units elsewhere within the Sunnydale public housing site or permanently to other SFHA-subsidized affordable housing within San Francisco. All households will be noticed and provided relocation assistance per URA, CRAL, and Sunnydale HOPE SF Relocation Plan. **ENVIRONMENTAL:** Hazmat testing will be performed to create an approved abatement and demolition plan prior to demolition commencement. Similar structures within the Sunnydale HOPE SF site contain lead, asbestos-containing materials, and PCBs. **HISTORIC:** The buildings to be demolished for the new construction of the QIP are not historic. The neighborhood does not possess any historic designation either. **TOPOGRAPHY:** The site has a downward slope of about 5% from the northwest corner to the southeast corner.

4. Explain any required demolition at the required QIP:

Three buildings comprising 22 public housing units will be abated and demolished.

5. Identify the developer(s) for the required QIP. Describe developer(s) experience with affordable housing:

The developers of the QIP are Mercy Housing California (Applicant 1, "Mercy Housing") and The Related Companies of California ("Related California"). Mercy Housing has developed and currently operates more than 9,190 homes throughout California serving lower income families, seniors, and people who have experienced homelessness. Mercy Housing also provides robust resident service coordination to its residents in addition to property management through its affiliate, Mercy Housing Management Group. Related California is a fully integrated real estate development firm with 30 years of experience. It has completed and currently operates over 12,000 LIHTC affordable housing units throughout California. Together, Mercy Housing and Related California are the Master Developer of the redevelopment of the 50-acre Sunnydale public housing community.

6. Have any of the QIPs previously received a Funding Award from the IIG program or any other HCD program? If yes, describe the funding sources. Indicate the HCD Contract Number, award date and award amount. Indicate whether other HCD funding applications will be submitted for the Project.

The QIP has not received a funding award from the IIG program or any other HCD program. The QIP submitted an AHSC application during Round 5 (FY2019-2020) under the same project name, Sunnydale HOPE SF Block 3B.

§309(b)(1) QIP Affordability: Points will be awarded based on the "Lowest Income Point Table" below. 60 points max.																	42.86		
Is this Project in a Rural Area as defined by H&S Code §50199.21. Applicant must use the TCAC Method for determining rural status. Reference document on the MHP webpage and include documentation of rural status.																	No		
If Project is in a Rural Area, which methodology is being used to demonstrate that the project area is rural?																	N/A		
FAAST File:		Rural Status				TCAC Method for determining rural status.								File Uploaded?		N/A			
Red cells at right Points available to Rural set-aside projects only	% AMI	55%		50%		45%		40%		35%		30%		25%		20% and below		Total Points	
	% of Units	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded		
	50%	5.00		12.50		18.75		17.50		18.75		25.00		25.00		25.00			0.00
	45%	5.00		11.25		16.90		17.50		18.75		25.00		25.00		25.00			0.00
	40%	5.00		10.00	10.00	15.00		17.50		18.75		25.00		25.00		25.00			10.00
	35%	4.40		8.75		13.15		17.50		18.75		25.00		25.00		25.00			0.00
	30%	3.75		7.50		11.25		15.00		18.75		22.50		25.00		25.00			0.00
	25%	3.15		6.25		9.40		12.50		15.65		18.75		21.90		25.00			0.00
	20%	2.50		5.00		7.50		10.00		12.50		15.00	15.00	17.50		20.00			15.00
	15%	1.90		3.75		5.65		7.50		9.40		11.25		13.10		15.00			0.00
10%	1.25		2.50		3.75		5.00		6.25		7.50		8.75		10.00		0.00		

Sunnydale HOPE SF Block 3B Eligibility and Threshold

Eligible Projects §303

(a) Is the CIP an integral part of, or necessary for the development of a QIP or housing designated within a QIA?										Yes			
FAAST File:	CIP Integral to QIP	Applicant narrative and documentation evidencing the locality requiring the CIP.					File Uploaded?	Yes					
(b) Does the proposed Project include a QIP that is a discrete development (all housing development components have been planned as one development and jointly considered for local land use approval; have common, affiliated or contractually-related ownership and financing structures)? (QIA must have a QIP)										Yes			
(c)(1) Is QIP located in an Urbanized Area?										Yes - defined by the U.S Census Bureau			
FAAST File:	Urban Area	Provide documentation of location in an urban area.					File Uploaded?	Yes					
(c)(2) Is QIP located in a locality that has an adopted housing element in substantial compliance with Art. 10.6 (§65580) Ch. 3 Div. 1 of Title 7 (Gov. Code §65585)?					A jurisdiction's current housing element compliance status is obtainable thru HCD's website.					Yes			
(c)(3) QIP located in a locality that at time of application has submitted its housing element annual progress reports (required by Gov. Code §65400) for 2017 & 2018										Yes			
(c)(4) Does QIP include not less than 15% of total residential units as Affordable Units (AU) in QIP					Total QIP AUs	84	Total QIP Units	92	Yes				
QIP Residential Units		Total QIP Rental AUs		84	Total QIP Ownership AUs		0	Total QIP AUs		84	Total QIP Units		92
other-QIP (QIA) Res. Units		Total non-QIP Rental AUs		0	Total non-QIP Ownership AUs		0	Total non-QIP AUs		0	Total non-QIP Units		0
(c)(5) Average Residential Net Density (dwelling units per acre)													
Are parcels to be developed within a Rural Area per H&S Code §50199.21? (Refer to the document entitled IIG Program, Rural Area Determination Procedures)					No	If yes (project is rural), parcels to be developed must have a net density of 10 units per acre.					0		
If non-rural, enter minimum net density for parcels to be developed per locality (see Appendix 1, click here):					30	Housing Units per Acre (Net Density)		129.8	Is the QIP density equal to or greater than required §303(c)(5)?			Yes	
Total QIP Site Area in Square Feet		39,160		NOT qualified site deductions: utility easements, setbacks, private drives/walkways, landscaping, common areas and facilities, off street parking, drainage facilities exclusive to a development project & other related mitigation space required. If QIP contains commercial answer V22-23 below: Square ft. of largest residential unit: 1,090			0 Bedroom Density Calculation:		3		Commercial Square Ft. 5,109		
Less QIP Qualified Site Deductions* in square feet							1 Bedroom Density Calculation:		24				
Public Streets		0					2 Bedroom Density Calculation:		43				
Public Sidewalks		0					3 Bedroom Density Calculation:		40				
Public Open Space		0					4 Bedroom Density Calculation:		0				
Public Drainage Facilities		0					Commercial Density Calculation:		6				
Net Site Area in Acres (43,560 square feet per acre)		0.90		# of bedrooms in largest unit:		3		QIP adjusted net density as a percentage of required density §309(c)(2)			432.70%		
(c)(6) Is QIP located in area designated for mixed-use or residential development pursuant to one of the following plans? If yes, select plan.										(A) A general plan, or general plan amendment, adopted per Gov. Code §65300			
FAAST File:	Relevant Development Plan	Provide, label and attach a copy of the relevant plan showing area designation.					File Uploaded?	Yes					
(c)(7) Can the Applicant identify a mechanism, such as a minimum density ordinance or a recorded, binding covenant, to reliably ensure that future development will occur at an overall Net Density equaling or exceeding that set forth in §303(c)(5) and the Net Density proposed in the application for the purposes of rating pursuant to §309(c) and §310(c), and determining the max grant amount pursuant to §305? This mechanism must be acceptable to HCD and in effect and legally enforceable prior to the disbursement of Program funds.										Yes			
FAAST File:	Net Density Verification	Provide a minimum density ordinance, recorded binding covenant or date stamped map and letter certified by a California State-licensed professional such as an engineer, surveyor or landscape architect confirming the Net Density.					File Uploaded?	Yes					
(c)(8) Will the applicant designate the proposed residential units in the QIP, and/or within the QIA (non-QIP), that the Applicant intends to utilize for the purpose of establishing the max Program grant amount pursuant to §305, and for the purpose of rating applications pursuant to §309 or §310.										Yes			
(c)(9) Does this application demonstrate that the percentage of Affordable Units (AUs), and units restricted to other income limits and rents as designated for the purpose of determining the max Program grant amount shall be maintained or exceeded through the completion of each proposed residential development?										Yes			
(c)(10) Applicant certifies construction shall not have commenced on any units designated in the application prior to the application submittal deadline set forth in the NOFA, except for AUs identified in a disposition and development agreement or other project or area-specific agreement between the Developer and the local agency having jurisdiction over the AUs executed on or before July 31, 2019 (if exception applies, attach related agreement)?										Yes			
FAAST File:	Construction exception	If applicable, label and attach agreement requiring AUs be built as a local approval condition.					File Uploaded?	N/A					

Eligible Costs §304

(a)(4) Total # of required replacement transit station parking spaces:		0	Are replacement transit parking spaces costs less than \$50,000 per space?		
(a)(5) Minimum residential per unit parking spaces as required by local land-use entitlement approval:		0	Spaces exceed one space per unit?	No	Are costs less than \$50,000 per space?
(b) Impact fees for the CIP are required by local ordinance?	Yes	If yes, impact fees do not to exceed 5% of the total Program grant amount? Describe fee(s), the association to CIP and locality:			

The QIP is responsible for only school impact fees and the QIP and CIP are responsible for regular permit fees, city plan check fees, and utility hook-up fees per the Development Agreement.

We certify the CIP funded costs do not include any of the following ineligible costs:

- (b)(1) Parking spaces and structures except (a)(4) and (5) above.
- (b)(2) Costs of site acquisition for housing and mixed use structural improvements.
- (b)(3) Costs of housing or mixed use structures.
- (b)(4) Soft costs related to ineligible costs.
- (b)(5) In lieu fees for local inclusionary programs.

Yes

Application Threshold Requirements - §308

(a)(1) We certify that construction of the CIP has not commenced as of the application deadline set forth in the NOFA?										Yes
(a)(2) We certify the CIP is infeasible without CIP Program funds, and other available funds are not and will not be supplanted by CIP Program funds?										Yes
(a)(3) Does applicant or Developer have Site Control for the CIP Project? If yes, enter form of Site Control and the most recent execution date below (see Site Control definition §302(cc))										Yes
Form of Site Control §302(cc):		Disposition and Development Agreement			Most recent document execution date:			3/3/17		
(a)(4) We certify all proposed uses of Program funds must be eligible pursuant to §304?										Yes
(a)(5) We certify funds awarded pursuant to this section shall supplement, not supplant, other available funding?										Yes
(b) Is application including the Universal Application sufficiently complete to assess feasibility of application and its compliance with Program requirements?										Yes

Describe any special circumstances:

The Master Development Agreement (MDA) and Development Agreement (DA), which apply to the entire 50-acre master development area, provides the Master Developer, whose members consist of Mercy Housing California and Related California, with exclusive development rights and site control for Sunnydale development sites until ground leases are executed for individual development sites.

FAAST File:	CIP Site Control	Attach appropriate documentation to demonstrate the form of Site Control indicated above.					Files Uploaded?	Yes		
-------------	------------------	---	--	--	--	--	-----------------	-----	--	--

Does the required QIP trigger State Relocation Assistance Law (CA Gov Code §7260-7277)?	Yes
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If Yes , provide a narrative discussion on the number of impacted households and provided relocation assistance including what actions have or will be taken to comply with State Relocation Assistance Law? If No ,		The QIP requires the temporary relocation of 22 households and demolition of 22 public housing units. The San Francisco Housing Authority will assist affected households in relocating temporarily to vacant rehabbed units elsewhere within the Sunnydale public housing site or permanently to other SFHA-subsidized affordable housing within San Francisco. All households will be noticed and provided relocation assistance per URA, CRAL, and Sunnydale HOPE SF Relocation Plan.							
FAAST File:	QIP Relocation Plan	Applicants must provide a Relocation Plan or documentation supporting no relocation.				File Uploaded?	Yes		
Market Study									
Does Market study demonstrate QIP is financially feasible? - <i>Must submit a market study that meets the requirements specified in TCAC Regs §10322(h)(10)</i>							Yes		
FAAST File:	Market Study	Applicants must provide a completed market study prepared within one year of the application due date.				File Uploaded?	Yes		
Tax Credits (TC)									
Select appropriate entry for each item:									
Type (Select One):	4%	Federal:	Yes	Proposed Equity Investor Contribution (\$):	\$32,059,026	Anticipated TC Factor:	\$1.0200	App. Rate:	3.19%
		State:	Yes	Proposed Equity Investor Contribution (\$):	\$11,500,411	Anticipated TC Factor:	\$0.8000	App. Rate:	3.19%
Timeframe for Applying for 4% TC	Proposed Month:	July	Proposed Year:	2021					
Timeframe for Applying for 9% TC	Proposed Round:	N/A	Proposed Year:	N/A					
If already awarded:	Date TCAC Reservation Award:	N/A							
FAAST File:	Tax Credit Reservation	If this project has already received a tax credit reservation, attach documentation.				File Uploaded?	N/A		
What covenants or regulatory agreements are already on title?			None						
What covenants or regulatory agreements are anticipated?			City of San Francisco, TCAC, CDLAC, HCD, FHLB						
Note: Some of the following milestones may have already been achieved. For previously met milestones, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.									
Provide the actual or anticipated completion date for the following performance milestones for the CIP. If a milestone is not applicable, please enter "N/A".									
QIP Milestones									
							Milestone Date		
Executed binding agreement between Applicant and developer of the proposed QIP detailing the terms and conditions of the development.							3/3/17		
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.							12/31/21		
Commencement of construction.							2/28/22		
Construction complete and the filing of the Notice of Completion.							2/29/24		
Program funds fully disbursed.							12/31/24		
CIP Milestones									
							Milestone Date		
Executed binding agreement between Applicant and developer of the proposed CIP detailing the terms and conditions of the development.							3/3/17		
Obtaining all necessary and discretionary public land use approvals.							3/3/17		
Obtaining all enforceable funding commitments for all CIP construction period financing.							7/30/21		
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.							3/31/21		
Commencement of construction.							9/30/21		
Construction complete and the filing of the Notice of Completion.							2/29/24		
Program funds fully disbursed.							12/31/24		

Sunnydale HOPE SF Block 3B QIP and all CIPs Sources of Funds

1/14/20

See §309(a)(3) for an explanation of funding commitments

QIP and all CIPs Construction Period Sources of Funds

	Committed by Application Due Date?	Rental vs Owner	CIP or QIP #1	Source Name (listed in order of lien priority)	Source Type	Local Support §309(a)(4)	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate	Required Payment	Loan Term (months)	*Details of Deferred Costs		
														Amount	Description	
1	Yes	Rental	CIP	IIG CIP Grant	State-HCD	No		\$6,500,000		\$6,500,000				\$40,000	Perm Closing - Title/Escrow	
2	Yes	Rental	QIP #1	Tax Exempt Construction Loan	Private	No	1	\$61,557,176		\$61,557,176	5.25%	Interest Only	32	\$40,000	Perm Closing - Legal	
3	Yes	Rental	QIP #1	SF - MOHCD	Local	Yes	2	\$3,303,002	\$4,249,688	\$7,552,690		Deferred	32	\$2,500	Perm Closing - Syndication Consulting	
4	Yes	Rental	QIP #1	SF - MOHCD (Accrued/Deferred Interest)	Local	Yes	2	\$368,495		\$368,495		Deferred	32	\$37,720	TCAC Monitoring Fees	
5	Yes	Rental	QIP #1	Deferred Developer Fee	Private	No		\$6,049,681	\$290,712	\$6,340,393		Deferred		\$723,139	Operating Reserve	
6	Yes	Rental	QIP #1	GP Capital - Developer Fee	Private	No		\$1,580,989		\$1,580,989				\$1,313,958	Developer Fee	
7	Yes	Rental	QIP #1	GP Capital	Private	No		\$100		\$100						
8										\$0						
9										\$0						
10										\$0						
11										\$0						
12										\$0						
13										\$0						
14										\$0						
15										\$0						
16										\$0						
17										\$0						
18										\$0						
19										\$0						
20				Deferred Costs (detail at right)							\$2,157,317					
21	Yes	Rental		Equity Investor	USBCDC			\$4,355,944		\$4,355,944						
		\$88,255,787	<Total funds committed	100.00%	<% Funds committed			TOTALS	\$85,872,704	\$4,540,400	\$90,413,104			\$2,157,317		
92	<Rental Units	\$88,255,787	<Total Rental funds committed	100.00%	<% Rental funds committed											
0	<Owner Units	\$0	<Total Owner funds committed	0.00%	<% Owner funds committed											
		\$6,500,000	<Total CIP funds committed	100.00%	<% Funds committed											

QIP and all CIPs Permanent Sources of Funds

	Committed by Application Due Date?	Rental vs Owner	Source Name (listed in order of lien priority)	Source Type	Local Support §309(a)(4)	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate		Repayment Terms		Amortization Period (yrs.)	Required Residential Debt Service	Required Commercial Debt Service	Balloon?	
										Type	Rate	Type	Due in (yrs)					
1	Yes	Rental	IIG CIP Grant	State-HCD	No		\$6,500,000		\$6,500,000								N/A	
2	Yes	Rental	Tax Exempt Permanent Loan	Private	No	1	\$24,511,000		\$24,511,000	Fixed w Reset	5.63%	Fully Amortized	30	30	\$1,701,888		No	
3	Yes	Rental	SF - MOHCD	Local	Yes	2	\$3,303,002	\$4,249,688	\$7,552,690	Fixed	3.00%	Residual Receipt	55				N/A	
4	Yes	Rental	SF - MOHCD (Accrued/Deferred Interest)	Local	Yes	2	\$368,495	\$0	\$368,495			Residual Receipt	55				N/A	
5	Yes	Rental	Deferred Developer Fee	Private	No		\$6,049,681	\$290,712	\$6,340,393		0.00%	Deferred	15				N/A	
6	Yes	Rental	GP Capital - Developer Fee	Private	No		\$1,580,989	\$0	\$1,580,989			None					N/A	
7	Yes	Rental	GP Capital	Private	No		\$100	\$0	\$100			None					N/A	
8									\$0									
9									\$0									
10									\$0									
12									\$0									
13									\$0									
14									\$0									
15				Deferred Costs						\$0								
16	Yes	Rental		Equity Investor	USBCDC			\$43,559,437		\$43,559,437								
								TOTALS	\$85,872,704	\$4,540,400	\$90,413,104			TOTALS	\$1,701,888		\$0	
92	<Rental Units	\$90,413,104	<Total Rental funds committed	100.00%	<% Rental funds committed													
0	<Owner units	\$0	<Total Owner funds committed	0.00%	<% Owner funds committed													

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

The QIP is in the City of San Francisco, which is challenged by high construction cost. Further, 75% of the units are replacement public housing units for large households. The building includes a total of 174 bedrooms. About 39% of units are 2-bedroom units and an additional 27% of units are 3-bedroom units. Finally, the construction of new infrastructure and streets are required for the vertical QIP to proceed.

Sunnydale HOPE SF Block 3B QIP Residential and all CIP Permanent Sources of Funds																	Commercial Sources			
USES OF FUNDS	IIG CIP Grant	Tax Exempt Permanent Loan	SF - MOHCD	SF - MOHCD (Accrued/Deferred Interest)	Deferred Developer Fee	GP Capital - Developer Fee	GP Capital	0	0	0	0	0	0	0	Deferred Costs	Equity Investor	Total Residential Sources/Costs	Total Commercial Sources/Costs	Source Name: SF MOHCD	Source Name: Deferred Developer Fee
Qualifying Infill Project (QIP)																				
LAND COST/ACQUISITION																				
Land Cost or Value			\$1														\$1	\$0		
Demolition																	\$0	\$0		
Legal																\$19,426	\$19,426	\$574	\$574	
Land Lease Rent Prepayment																	\$0	\$0		
Total Land Cost or Value		\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,426	\$19,427	\$574	\$574	\$0
Existing Improvements Cost or Value																	\$0	\$0		
Off-Site Improvements																	\$0	\$115,696	\$115,696	
Total Acquisition Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,696	\$115,696	\$0
Total Land Cost / Acquisition Cost		\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,426	\$19,427	\$116,270	\$116,270	\$0
Predevelopment Interest/Holding Cost																	\$0	\$0		
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)																	\$0	\$0		
Excess Purchase Price Over Appraisal																	\$0	\$0		
Total Relocation Expenses																	\$0	\$0		
NEW CONSTRUCTION																				
Site Work																	\$0	\$0		
Structures		\$14,691,441	\$3,303,001				\$100									\$31,026,102	\$49,020,644	\$1,526,160	\$1,526,160	
General Requirements																\$1,651,172	\$1,651,172	\$48,828	\$48,828	
Contractor Overhead																\$2,857,774	\$2,857,774	\$84,510	\$84,510	
Contractor Profit																	\$0	\$0		
Prevailing Wages																	\$0	\$0		
General Liability Insurance																	\$0	\$0		
Urban Greening																	\$0	\$0		
Other New Construction: Commercial/Other																	\$0	\$2,040,000	\$2,040,000	
Other New Construction: (Specify)																	\$0	\$0		
Other New Construction: (Specify)																	\$0	\$0		
Total New Construction Costs		\$14,691,441	\$3,303,001	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,535,048	\$53,529,590	\$3,699,498	\$3,699,498	\$0
ARCHITECTURAL FEES																				
Design																	\$886,242	\$886,242	\$26,208	\$26,208
Supervision																	\$251,609	\$251,609	\$7,441	\$7,441
Total Architectural Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,137,851	\$1,137,851	\$33,649	\$33,649	\$0
Total Survey & Engineering																	\$1,080,546	\$1,080,546	\$31,954	\$31,954
CONSTRUCTION INTEREST & FEES																				
Construction Loan Interest		\$4,402,671		\$368,495													\$4,771,166	\$141,092	\$141,092	
Origination Fee		\$301,382															\$301,382	\$8,912	\$8,912	
Credit Enhancement/Application Fee		\$52,256															\$52,256	\$1,545	\$1,545	
Bond Premium																	\$0	\$0		
Cost of Issuance		\$451,947															\$451,947	\$0		
Title & Recording		\$97,128															\$97,128	\$2,872	\$2,872	
Taxes																	\$0	\$0		
Insurance		\$568,197															\$568,197	\$16,803	\$16,803	
Employment Reporting																	\$0	\$0		
Other Construction Int. & Fees: (Specify)																	\$0	\$0		
Other Construction Int. & Fees: (Specify)																	\$0	\$0		
Other Construction Int. & Fees: (Specify)																	\$0	\$0		
Other Construction Int. & Fees: (Specify)																	\$0	\$0		
Total Construction Interest & Fees		\$5,873,581	\$0	\$368,495	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,242,076	\$171,224	\$171,224	\$0
PERMANENT FINANCING																				
Loan Origination Fee		\$119,035															\$119,035	\$3,520	\$3,520	
Credit Enhancement/Application Fee		\$19,426															\$19,426	\$574	\$574	
Title & Recording		\$38,851															\$38,851	\$1,149	\$1,149	
Taxes																	\$0	\$0		
Insurance																	\$0	\$0		
Other Perm. Financing Costs: (Specify)																	\$0	\$0		
Other Perm. Financing Costs: (Specify)																	\$0	\$0		
Other Perm. Financing Costs: (Specify)																	\$0	\$0		
Other Perm. Financing Costs: (Specify)																	\$0	\$0		
Total Permanent Financing Costs		\$177,312	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$177,312	\$5,243	\$5,243	\$0
Subtotals Forward		\$20,742,334	\$3,303,002	\$368,495	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,772,871	\$62,186,802	\$4,057,838	\$4,057,838
LEGAL FEES																				
Legal Paid by Applicant		\$87,415															\$87,415	\$0	\$2,585	
Other Attorney Costs: GP/Sponsor Legal		\$97,128														\$131,040	\$228,168	\$0	\$2,872	
Other Attorney Costs: (Specify)																	\$0	\$0		
Other Attorney Costs: (Specify)																	\$0	\$0		
Total Attorney Costs		\$184,543	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$131,040	\$315,583	\$0	\$5,457	\$0

Sunnydale HOPE SF Block 3B QIP Residential and all CIP Permanent Sources of Funds																	Commercial Sources				
USES OF FUNDS	IIG CIP Grant	Tax Exempt Permanent Loan	SF - MOHCD	SF - MOHCD (Accrued/Deferred Interest)	Deferred Developer Fee	GP Capital - Developer Fee	GP Capital	0	0	0	0	0	0	0	0	Deferred Costs	Equity Investor	Total Residential Sources/Costs	Total Commercial Sources/Costs	Source Name: SF MOHCD	Source Name: Deferred Developer Fee
RESERVES																					
Operating Reserve																	\$702,369	\$702,369	\$20,770	\$20,770	
Replacement Reserve																		\$0	\$0		
Transition Reserve																		\$0	\$0		
Rent Reserve																		\$0	\$0		
Other Reserve Costs: (Specify)																		\$0	\$0		
Other Reserve Costs: (Specify)																		\$0	\$0		
Other Reserve Costs: (Specify)																		\$0	\$0		
Total Reserve Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$702,369	\$702,369	\$20,770	\$20,770	\$0
CONTINGENCY COSTS																					
Construction Hard Cost Contingency		\$3,100,550																\$3,100,550	\$91,689	\$91,689	
Soft Cost Contingency																		\$572,164	\$572,164	\$16,920	\$16,920
Total Contingency Costs		\$3,100,550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$572,164	\$3,672,714	\$108,609	\$108,609	\$0
OTHER PROJECT COSTS																					
TCAC App/Allocation/Monitoring Fees		\$70,780																\$70,780	\$0		
Environmental Audit																		\$48,564	\$48,564	\$1,436	\$1,436
Local Development Impact Fees																		\$0	\$0		
Permit Processing Fees																		\$1,456,916	\$1,456,916	\$43,084	\$43,084
Capital Fees																		\$0	\$0		
Marketing																		\$345,000	\$345,000	\$0	
Furnishings																		\$184,000	\$184,000	\$0	
Market Study																		\$15,000	\$15,000	\$0	
Accounting/Reimbursable																		\$36,800	\$36,800	\$0	
Appraisal Costs																		\$9,713	\$9,713	\$287	\$287
Other Costs: 3rd Party Construction Mgmt		\$179,686																\$179,686	\$5,314	\$5,314	
Other Costs: Security during Construction		\$233,107																\$233,107	\$6,893	\$6,893	
Other Costs: Syndication Consultant																		\$85,000	\$85,000	\$0	
Other Costs: (Specify)																		\$0	\$0		
Other Costs: (Specify)																		\$0	\$0		
Other Costs: (Specify)																		\$0	\$0		
Total Other Costs		\$483,573	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,180,993	\$2,664,566	\$57,014	\$57,014	\$0
SUBTOTAL PROJECT COST		\$24,511,000	\$3,303,002	\$368,495	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,359,437	\$69,542,034	\$4,249,688	\$4,249,688	\$0
DEVELOPER COSTS																					
Developer Overhead/Profit					\$6,049,681	\$1,580,989												\$2,200,000	\$9,830,670	\$290,712	\$290,712
Consultant/Processing Agent																		\$0	\$0		
Project Administration																		\$0	\$0		
Broker Fees Paid to a Related Party																		\$0	\$0		
Construction Oversight by Developer																		\$0	\$0		
Other Developer Costs: (Specify)																		\$0	\$0		
Total Developer Costs	\$0	\$0	\$0	\$0	\$6,049,681	\$1,580,989	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200,000	\$9,830,670	\$290,712	\$0	\$290,712
TOTAL PROJECT COST	\$0	\$24,511,000	\$3,303,002	\$368,495	\$6,049,681	\$1,580,989	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,559,437	\$79,372,704	\$4,540,400	\$4,249,688	\$290,712
Capital Improvement Project(s) (CIP)																					
Site acquisition of CIP including easements and right of ways																					\$0
Other:																					\$0
Total Site Acquisition (not parking)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Clearing and Grubbing																					\$0
Demolition		\$633,100																			\$633,100
Excavation																					\$0
Grading		\$625,900																			\$625,900
Soil Stabilization (Lime, etc.)																					\$0
Erosion/Weed Control																					\$0
Dewatering																					\$0
Other:																					\$0
Other:																					\$0
Total Site Preparation Costs	\$1,259,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$1,259,000
Sanitary Sewer		\$168,000																			\$168,000
Potable Water		\$168,000																			\$168,000
Non-Potable Water																					\$0
Storm Drain																					\$0
Detention Basin/Culverts																					\$0
Joint Trench		\$1,126,400																			\$1,126,400
Stormwater Bioretention		\$330,000																			\$330,000
Total Site Utilities Costs	\$1,792,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$1,792,400

Sunnydale HOPE SF Block 3B QIP Residential and all CIP Permanent Sources of Funds																	Commercial Sources					
USES OF FUNDS	IIG CIP Grant	Tax Exempt Permanent Loan	SF - MOHCD	SF - MOHCD (Accrued/Deferred Interest)	Deferred Developer Fee	GP Capital - Developer Fee	GP Capital	0	0	0	0	0	0	0	0	Deferred Costs	Equity Investor	Total Residential Sources/Costs	Total Commercial Sources/Costs	Source Name: SF MOHCD	Source Name: Deferred Developer Fee	
Aggregate Base																						
Asphalt Pavement																						
Curb, Gutter, Sidewalk																						
Street Lights																						
Striping/Signage/Barricades																						
Traffic Mitigation																						
Other:																						
Total Surface Improvements Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Irrigation	\$330,700																					
Concrete Work	\$858,300																					
Landscaping	\$939,600																					
Urban Greening																						
Playground Facilities and Tot Lots																						
Walking/Bike Path	\$456,000																					
Drinking Fountains																						
Structures																						
Lighting	\$168,000																					
Open Space																						
Other:																						
Total Parks-Landscape and Amenities	\$2,752,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Wetland Mitigation																						
Endangered Species																						
Tree Mitigation																						
Environmental Remediation																						
Other:																						
Total Env. Mitigation/Remediation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Replacement Parking																						
Grading																						
Foundation Work																						
Site Work																						
Abatement Prior to Demolition	\$273,000																					
Other:																						
Total Replacement Parking Costs	\$273,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Residential Parking Structures																						
Grading																						
Foundation Work																						
Site Work																						
Other:																						
Total Residential Parking Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Access Plazas																						
Pathways																						
Bus Shelters																						
Transit Shelters																						
Pedestrian Facilities																						
Bicycle Facilities																						
Other:																						
Total Transit Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Drainage																						
Parks & Recreation																						
Streets/Signals																						
Traffic Fees																						
Waste Water																						
Water Facility																						
Other:																						
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Engineering																						
Design																						
Other:																						
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
General Requirements, Conditions	\$423,000																					
Other:																						
Total Other Asset Costs	\$423,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
CIP TOTAL PROJECT COSTS	\$6,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
QIP TOTAL PROJECT COSTS	\$0	\$24,511,000	\$3,303,002	\$368,495	\$6,049,681	\$1,580,989	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
TOTAL QIP & CIP PROJECT COSTS	\$6,500,000	\$24,511,000	\$3,303,002	\$368,495	\$6,049,681	\$1,580,989	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				

Sunnydale HOPE SF Block 3B Verification of Environmental Review & Land Use Entitlements

1/14/20

FAAST File:	Auth to Use Grant Funds	For NEPA only, provide a copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.	File Uploaded?	Yes
FAAST File:	Environmental	Provide a copy of all environmental clearances or Notice of Exemption.	File Uploaded?	Yes

TO THE APPLICANT: Submit this form to the Agency or Department of local government responsible for administration of the items listed. This form may be submitted to more than one Agency or Department, if necessary. QIP applicants need only submit one completed form per locality. If the NEPA Responsible Entity is not a local government, submit a copy of this form to the appropriate NEPA Responsible Entity. If an item is not required, include the reason why in the box provided.

Applicant

Entity Name	Mercy Housing California	Applicant Type	Private Nonprofit Affordable Housing Developer
Address	1256 Market Street	City	San Francisco
		State	CA
		Zip	94102

	Project Name	Brief Description	Address	City	Zip	County	Census Tracts	APNs
QIP	Sunnydale HOPE SF Block 3B	The QIP comprises 92 new affordable units up to 60% TCAC AMI households and approx. 5,100 sqft of neighborhood retail. Unit mix consists of 4 studios, 27 one-bedroom units, 36 two-bedroom units, and 25 three-bedroom units.	Lot 4 Tentative Map 9537	San Francisco	94134	San Francisco	06075060502	6311-011

TO THE LOCAL JURISDICTION OR NEPA RESPONSIBLE ENTITY: The Applicant named above will submit an application to the State of California, Department of Housing and Community Development, requesting funding for the project named above under the Infill Infrastructure Grant Program (IIG). Projects will be evaluated based upon readiness. Please answer the following questions:

Environmental Review

Is this QIP approved "by right"? Yes

This form must be completed in its entirety regardless of the answer to the preceding question.

All Environmental Clearances (CEQA/NEPA) necessary to begin construction are:	Not Required for this Project	Has a Negative Declaration been issued?	Final Date of Public Comment Period	Date(s) EIR Certified / Notice of Determination filed	Date Appeal Period Ends	Have any appeals been filed?
CEQA	Required	No	1/20/15	7/9/15	8/9/15	No
NEPA*	Required	No	1/20/15	8/17/15	9/17/15	No

In the box below, explain why any items are not required and include documentation, if applicable:

The QIP received environmental clearance from CEQA and NEPA through the Sunnydale HOPE SF Master Development Plan process.

Signature Block for Environmental Review

I certify that the information on this form is true and correct to the best of my knowledge.

Date:	2/12/20	Signature of party completing form:	
Printed name of party completing form:			
Title of party completing form:	Senior Planner	Agency and/or Dept. name:	San Francisco Planning Department
Agency/Dept. Address	1650 Mission Street, 4th Floor	City	San Francisco
		State	CA
		Zip	94103

Land Use Entitlements (indicate below the status of the following local approvals)

All necessary and discretionary public land use approvals except building permits and other ministerial approvals are:	Not Required for this Project	QIP is consistent with local planning documents & zoning ordinances	An Application has been submitted, accepted and deemed complete for processing.	Date Approved
General Plan Amendment:	Not Required	Yes		3/3/17
Site Plan Review:	Not Required	Yes		3/3/17
Zoning Approval:	Not Required	Yes		3/3/17
Conditional Use Permits:	Not Required			
Density Bonus:	Not Required			
Other Variances:				
Other Variances:				
Other Variances:				
Other Variances:				

In the box below, explain why any items are not required and include documentation, if applicable:

See attached Master Development Agreement (MDA) and Development Agreement (DA), both recorded on March 3, 2017, between the City and County of San Francisco; San Francisco Housing Authority, who owns the land; and Sunnydale Development Co., LLC, whose members consist of Mercy Housing California. The MDA and DA stipulate that all parties must proceed with the redevelopment of the 50-acre Sunnydale/Velasco public housing site into a mixed-use, mixed-income community. This includes following the requirements of the Sunnydale HOPE SF Special Use District adopted by the San Francisco Planning Commission. Under the provisions of the adopted MDA, DA, and special zoning, the QIP is subject only to administrative Design Review by the San Francisco Planning Department.

Signature Block for Land Use Entitlements

I certify that the information on this form is true and correct to the best of my knowledge.

Date:	2/12/20	Signature of party completing form:	
Printed name of party completing form:			
Title of party completing form:	Senior Planner	Agency and/or Dept. name:	San Francisco Planning Department
Agency/Dept. Address	1650 Mission Street, 4th Floor	City	San Francisco
		State	CA
		Zip	94103

HCD requires an original, fully completed form with "wet signatures". Faxes or electronically transmitted versions of this document will not be accepted.

Sunnydale HOPE SF Block 3B Large Jurisdiction QIP Scoring											
250 Points Max (points in blue shaded cells)									Total QIP Self Score		250.00
Project Readiness §309(a) - 100 Points Max											
FAAST File:	E&L Use	Provide signed copies of Verification of Environmental Review & Land Use Entitlements (Env & Land Use Verification worksheet). Identify name of locality at beginning of document.						File Uploaded?	Yes		
(1) Environmental Review Status - 30 points max											
(A) For the QIP, we have completion and approval or adoption of all necessary environmental clearances including those required under the CEQA and if applicable, NEPA, and all applicable time periods for filing appeals or lawsuits have lapsed. If no, answer (B). - 30 points										Yes	30
(B) For the QIP, we have issued of a public notice of the availability of a draft environmental impact report, negative declaration, or environmental assessment? - 15 points											
NEPA:	Is Federal funding proposed that will trigger NEPA? Describe any special circumstances: Yes						If Yes, enter date of "Authority to Use Grant Funds":	8/17/15			
N/A											
CEQA:	Project approved "by-right"?	No	Is Project Categorically Exempt?	No	Negative Declaration Date:	N/A	Final EIR Date:	7/9/15	Describe special circumstances below:		
N/A											
(2) Land Use Entitlement Status - 30 points max											
(A) For the QIP, all necessary discretionary local land use approvals, excluding design review, have been granted as determined by a local land use authority (e.g., planning or community development director or zoning administrator)? <i>identify in table below</i> - 30 points. If no, answer (B) below:										Yes	30
(B) The QIP is eligible to receive all necessary local land use approvals pursuant to a Nondiscretionary Local Approval Process and has submitted all applications for such necessary approvals? <i>identify in table below</i> - 15 points											
(C) The QIP is consistent with all relevant local planning documents & zoning ordinances & applications for all necessary discretionary local land use approvals, excluding design review, have been submitted, accepted, & deemed complete by the appropriate local agencies? <i>identify in table below</i> - 15 points										Yes	
Provide a listing and status of all discretionary local land use approvals, excluding design review, required to complete QIP that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents. <i>This information must match the info provided on the Verification of the Status of Environmental Review and Land Use Entitlements form.</i>											
Agency / Issuer			Land Use Approval Date		Approval Type		Type and Comments				
San Francisco Planning Department			1/27/20		Other		Site Plan Review				
			N/A				Conditional Use Permits				
			N/A				Zoning Approval				
(3) Funding Commitments - 20 points max											
<i>All funding sources on the Dev Sources worksheet must include Rental or Owner relating to the type of QIP. §309(a)(3)(B) and (C)</i>											
Rental:	Commitments as a % of TDC less def. costs:		Construction:	100.00%	Permanent:	100.00%	Points:	20		20.00	
Owner:	Commitments as a % of TDC less def. costs:		Construction:	0.00%	Permanent:	0.00%	Points:	0			
FAAST File:	Const EFC #1, #2, etc		Commitment letter or other evidence documenting construction financing commitments					File Uploaded?	Yes		
(4) Local Support - 12 points max											
<i>All funding sources on the Dev Sources worksheet must include Yes or No regarding whether it is Local Support. §309(a)(4)(B)</i>										12	
Total Local Public Agencies Funding Commitment Amt:			\$7,921,185	CIP Grant Amount	\$6,500,000	Commitments as % of Grant:		121.86%			
(5) Following Prohousing Policies - 8 points max											
(i)	Projects located in jurisdictions that have implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or provide local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers. - 4 points									0	
(ii)	Projects located in jurisdictions that have adopted a Nondiscretionary Local Approval Process for residential & mixed-use development in all zones permitting multifamily housing, established a Workforce Housing Opportunity Zone, as defined in Gov. Code §65620, or a housing sustainability district as defined in Gov. Code §66200. - 4 points									Yes 4	
(iii)	Projects located in jurisdictions that zone more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower Income allocation in the current housing element cycle. - 4 points									0	
(iv)	Projects in jurisdictions that have adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Gov. Code §65852.2 as follows: - 4 points - Parking reductions to 0.75 or fewer spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Gov. Code §65852.2; - Processing or impact fee waivers or reductions of 50% or more; - Ministerial approval in fewer than 45 days; - Reduction or modifications of development standards for side yard setbacks of five feet or less; - Reduction or modifications of development standards to two story heights; - Reduction or modifications of development standards to allow 60% or more lot coverage; - No minimum lot size requirement; - Provisions for affordability; or - Offering support programs such as a user-friendly website									Yes 4	
(v)	Projects located in jurisdictions that only use objective design standards for multifamily residential development or adopt fee transparency measures, inc. publicly available fee calculators. - 4 points									0	

Select Strategy Type (from above)	Strategy Description	Enter name of source document and the hyperlink to where the document can be accessed.	Estimated Outcomes - Describe numerically in terms of increase in supply (number of units), timing (reduced number of days), development costs (reduced costs per unit), entitlement streamlining (reduced number of approvals), or funding (dollar value of incentives).							
(ii) Non-discretionary Approval Processes	Ordinance amending Planning Code to create the 100% Affordable Housing & Educator Housing (AHEH) Streamlining Program, allowing AHEH in Public zoning districts and providing timelines for the review and approval of AHEH	https://sfgov.legistar.com/View.ashx?M=F&ID=7977063&GUID=A5C7DE0C-E4A6-4C07-90FE-53F6CE0DE6E0	(1) Up to 3,000 new units allowed in residential zoning districts and in public zoning districts, except on property used for parks. (2) Reducing the total number of days from up to 365 to no more than 180 days for approval from the Planning Department due to the Planning Department's authority to administratively approve 100% Affordable and Educator Housing projects without review from the Planning Commission							
(iv) Accessory Dwelling Units (ADU)	Ordinance amending Planning Code to allow the construction of ADUs in areas that allow residential use and amending the Administrative Code to revise the definition of "rental units" as it applies to ADUs.	https://sfplanning.org/accessory-dwelling-units#about and https://sfdbi.org/adu	(1) Simplify the permit process to expedite the backlog of 900 applications. (2) Legitimize over 340 unwarranted units to allow for rent control protections.							
Affordability §309(b) - 60 Points Max										
Points based on % of QIP units restricted to occupancy by various income groups. (see <i>Max Funds and Unit Mix worksheet</i>)			<table border="1"> <tr> <td>§309(b)(1) points=</td> <td>42.86</td> <td>§309(b)(2) points=</td> <td>60.00</td> <td>60.00</td> </tr> </table>	§309(b)(1) points=	42.86	§309(b)(2) points=	60.00	60.00		
§309(b)(1) points=	42.86	§309(b)(2) points=	60.00	60.00						
Density §309(c) - 40 Points Max										
Points based on extent to which the average Net Density of QIP, adjusted by unit size, exceeds the required density §303(a)(4). (see <i>Eligibility and Threshold worksheet</i>)			<table border="1"> <tr> <td>Minimum Net Density =</td> <td>30</td> <td>% QIP meets or exceeds required net density:</td> <td>432.70%</td> <td>40</td> </tr> </table>	Minimum Net Density =	30	% QIP meets or exceeds required net density:	432.70%	40		
Minimum Net Density =	30	% QIP meets or exceeds required net density:	432.70%	40						
Access to Transit §309(d) - 20 Points Max										
Points for proximity of QIP to a Transit Station or Major Transit Stop. Distance must be evidenced by a scaled map; "walkable route" is a route which after completion of Project, is 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; or stretches without lighted streets.										
Type	Transit Station	Transit Name	Sunnydale Ave & Santos St	Contact	SFMTA	Phone	(415) 701-2311	Planned Station Service Date	N/A	
FAAST File:	Transit Access	Provide scaled map showing Transit Stations or Major Transit Stops and walkable routes.					File Uploaded?	Yes		
(1) Is QIP within one-quarter mile of a Transit Station or Major Transit Stop per §302(l)(1) or (2) measured by a "walkable route" from nearest boundary of QIP? (If yes, skip to §309(e)) - 20 points								Yes	20	
(2) Is QIP within one half mile of a Transit Station or Major Transit Stop per §302(l)(1) or (2) measured by a "walkable route" from the nearest boundary of QIP? (If yes, skip to §309(e)) - 10 points										
Proximity to Amenities §309(e) - 20 Points Max										
Points based on the proximity or accessibility of QIP to the following existing amenities or amenities that will be in service when the QIP is completed. Distance to amenities shall be evidenced by a certified date stamped map. Also include an aerial photo clearly showing distance from amenity to QIP. Distances are measured "as the crow flies".								Rural Area Project?	No	20
(1) The QIP is within what distance from a public park (not including school grounds unless there is a bona fide, formal joint use agreement between the jurisdiction responsible for the parks/recreational facilities and the school district providing availability to the general public of the school grounds and/or facilities)? - 4 or 6 points								Within 1/4 mile	6	
Entity Name	Herz Playground at McLaren Park				Responsible Jurisdiction	San Francisco Recreation and Parks Department				
Site Address	1701 Visitacion Avenue				City	San Francisco	State	CA	Zip	94134
Contact	Brian Stokle		Title	Planner, Capital & Planning	Phone	(415) 575-5606		Date In Service	12/31/1926	
FAAST File:	Park Access	Provide scaled map showing Transit Stations or Major Transit Stops and walkable routes.					File Uploaded?	Yes		
(2) The QIP is within what distance from a locally recognized employment center with a minimum of 50 full-time employees? An employment center is a locally recognized concentration of employment opportunities practically available to the residents of the proposed QIP, such as a large hospital, industrial park, commercial district, or office area. - 4 or 7 points								Within 1 mile	7	
Entity Name	See's Candies Offices & Distribution Center				Responsible Jurisdiction	See's Candies				
Site Address	345 Schwerin Street				City	San Francisco	State	CA	Zip	94134
Contact	General Services		Title	N/A	Phone	(650) 201-2241		Date In Service	12/31/1921	
FAAST File:	Employment Access	Provide scaled map showing distance to employment center.					File Uploaded?	Yes		
Entity Name	Visitacion Valley Business Corridor (Leland Ave from Bayshore Boulevard to Cora Street)				Responsible Jurisdiction	Visitacion Valley Business Improvement Group				
Site Address	6 Leland Avenue				City	San Francisco	State	CA	Zip	94134
Contact	Mat Synder		Title	Senior Planner	Phone	(415) 575-6891		Date In Service	Unknown	
(3) The QIP is within what distance from a locally recognized retail center with a minimum of 50 full-time employees? A retail center is a downtown area or recognized neighborhood or regional shopping mall. - 4 or 7 points								Within 1 mile	7	
FAAST File:	Retail Access	Provide scaled map certified showing distances to retail center.					File Uploaded?	Yes		
(4) Only for QIPs where 50% of units have 2 or more bedrooms: - 4 or 7 points			# of two+ bedrooms in QIP (see <i>Max Funds and Units worksheet</i>):	61	% of two+ bedrooms	66%	≥50% answer (a) below			
The QIP is within what distance from a public school or community college that residents of the QIP may attend (only for QIPs with 50% of the units have two or more bedrooms)?								Within 1/2 mile	4	
Entity Name	Visitacion Valley Elementary School				Responsible Jurisdiction	San Francisco Unified School District				
Site Address	55 Schwerin Street				City	San Francisco	State	CA	Zip	94134
Contact	Bridget Wallace		Title	Principal	Phone	(415) 469-4796		Date In Service	Unknown	
FAAST File:	Education	Provide scaled map showing distances to school/college.					File Uploaded?	Yes		
(5) For a QIP that is a special needs or single room occupancy development, per TCAC, or a special needs or supportive housing project, as defined under MHP, the QIP is within what distance from a social service facility that operates to serve residents of QIP? - 4 or 7 points								N/A	0	
Entity Name					Responsible Jurisdiction					
Site Address					City		State		Zip	
Contact			Title		Phone			Date In Service		
FAAST File:	SPN or SH	Provide scaled map showing distances to social service facility.					File Uploaded?	N/A		

(6) For a QIP that is reserved for qualified senior citizens under Civil Code §51.2, 51.3 and 51.4, the QIP is within what distance from a senior center or a facility regularly offering services specifically designed for seniors? 4 or 7 points										N/A	0		
Entity Name					Responsible Jurisdiction								
Site Address							City		State		Zip		
Contact			Title		Phone			Date In Service					
FAAST File:		Qualified Seniors		Provide scaled map showing distances to senior center or facility regularly offering services.					File Uploaded?		N/A		
(7) Only for QIPs where 25% of units have two bedrooms and an additional 25% of the units are three bedrooms or larger with no restriction or preference for seniors or special needs populations, and located within the high or highest resource community neighborhoods as indicated at time of application on the currently adopted TCAC/HCD Opportunity Area Map. - 20 points				# of two bedrooms in QIP (see Max Funds and Units worksheet):		36	% of two bedrooms		39%	≥25% answer (a) below		0	
				# of three+ bedrooms in QIP (see Max Funds and Units worksheet):		25	% of three+ bedrooms		27%	≥25% answer (a) below			
				Does QIP have restrictions or preference for Senior Units?			No			Does QIP have restrictions or preference for Special Needs Units?			No
(a) QIP located within the high or highest resource community neighborhoods as indicated on the currently adopted TCAC/HCD Opportunity Area Map https://haasinstitute.berkeley.edu/sites/default/files/mappings/TCAC/opportunity_map_2019.html											No		
If Yes, Select or Enter The Entire TCAC/HCD Opportunity Area Map Tract ID #:										N/A			
FAAST File:		Opportunity Area		Documentation of TCAC/HCD Opportunity Area status.					File Uploaded?		N/A		
Consistency with Regional Plans §309(f) - 10 Points Max													
Points awarded for each of the following										10			
(A)	Does QIP support the implementation of a sustainable communities strategy or alternative planning strategy that has been determined by the California Air Resources Board to achieve the region's greenhouse gas emissions target. Consistency with such plans must be demonstrated by a letter or resolution executed by an officer, or an equivalent representative from the metropolitan planning organization, regional transportation agency, planning, or local transportation commission - 5 points								Yes		5		
	(B)	If a sustainable communities strategy is not required for a region by law, and if the QIP supports a regional plan that includes policies and programs to reduce greenhouse gas emissions. Evidence of consistency with such plans must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization or regional transportation planning agency or local transportation commission. - 5 points										0	
		(C)	Not less than 50% of the land area is within a Transit Priority Area evidenced by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization, regional transportation planning agency, or local transportation commission - 5 points								Yes		5
FAAST File:			QIP Consistency		Submit letters or resolutions from the local council of government, metropolitan planning organization or regional transportation planning agency confirming points above.					File Uploaded?		Yes	
Tie Breaker §307(b)(3); NOFA													
In the event two or more applications have the same rating and ranking scores, HCD will apply tie breaking criteria outlined in the NOFA.										Application due date:		3/3/20	
(1) 10 bonus points to the QIP having the lowest ratio between the requested grant amount to the total allowable maximum grant amount per §305.										Ratio=		99.04%	
(2) If tie still exists, 3 points to the QIP for each prior awarded QIP developed by the Applicant that has received a Certificate of Occupancy by the application deadline .													
Development Name:		N/A			IIG prior NOFA Date				Cert. of Occup Date:		0		
Development Name:					IIG prior NOFA Date				Cert. of Occup Date:		0		
Development Name:					IIG prior NOFA Date				Cert. of Occup Date:		0		
Development Name:					IIG prior NOFA Date				Cert. of Occup Date:		0		

Sunnydale HOPE SF Block 3B IIG Round 6 Document Checklist

Overview TAB			
FAAST File:	Submitted	Comments	
Applicant Documents (if more than two applicants continue attachments as App3, App4, and App5)			
App1 Certs & Legal (wet signature required)	Yes		
App2 Certs & Legal (wet signature required)	Yes		
App1 Reso (wet signature required)	Yes		
App2 Reso (wet signature required)	Yes		
Resolutions***			
1. Entity Name and Entity Type (corporation, non-profit, for-profit, LLC, etc.).			
2. Name & Title of Signatory(ies)**** NOTE: Name and title of authorized signatory(ies) is preferred. In instances pertaining to municipalities/jurisdictions/transit agencies (when title is acceptable), supporting documentation evidencing the individual who currently holds the position must be provided.			
3. NOFA Date.			
4. Language authorizing Signatory(ies) to sign Standard Agreement.			
5. Amendment Provision included.			
6. Aggregate dollar amount (should be equal to or greater than the requested/award amount).			
7. Person attesting validity of resolution (must be someone other than person authorized to sign Standard Agreement).			
8. The meeting date authorizing resolution.			
9. All votes taken at meeting authorizing resolution (ayes, no's, absent, vacant).			
10. Project name as it appears on IIG application.			
** Organizational documents for the manager of the LLC if an entity other than an individual.			
*** These are minimum requirements for a resolution. Updates can be requested once a review is completed.			
**** Ensure when identifying the Signatory(ies), if more than one is listed, that "and" or "or" is defined for individuals required to sign.			
App1 OrgChart	Yes		
App2 OrgChart	n/a		
App1 Signature	Yes		
App2 Signature	Yes		
App1 Payee Data or TIN	Yes		
App2 Payee Data or TIN	Yes		
Applicant Organizational Documents (submit documentation for each as App1, App2, etc.)			
Entity Type: (Overview Tab Continued under Organizational Documents)		Submitted	Comments
Corporations	FAAST File:		
Articles of Incorporation, with all amendments	App1 OrgDoc1	Yes	
By-Laws, with all amendments	App1 OrgDoc2	Yes	
Certificate of Status from Secretary of State	App1 OrgDoc3	Yes	
Evidence of tax-exempt status from FTB	App1 OrgDoc4	Yes	
Evidence of tax-exempt status from IRS	App1 OrgDoc5	Yes	
Limited Liability Company (LLC)**	FAAST File:	Submitted	Comments
Articles of Organization LLC-1, with all amendments	App1 OrgDoc1	n/a	
Operating Agreement, with all amendments	App1 OrgDoc2	n/a	
Certificate of Status from Secretary of State	App1 OrgDoc3	n/a	
Max Funds and Unit Mix TAB			
FAAST File:		Submitted	Comments
Rural Status		n/a	
Eligibility and Threshold TAB			
FAAST File:		Submitted	Comments

Sunnydale HOPE SF Block 3B IIG Round 6 Document Checklist

CIP Integral to QIP	Yes	
Urban Area	Yes	
Relevant Development Plan	Yes	
Net Density Verification	Yes	
Construction exception	n/a	
CIP Site Control	Yes	
QIP Relocation Plan	Yes	
Market Study	Yes	
Tax Credit Reservation	n/a	
Env & Land Use Verification TAB		
FAAST File:	Submitted	Comments
Auth to Use Grant Funds	Yes	
Environmental	Yes	
Large Jurisdiction QIP Scoring TAB, if applicable		
FAAST File:	Submitted	Comments
E&L Use	Yes	
Const EFC #1, #2, etc	Yes	
Transit Access	Yes	
Park Access	Yes	
Employment Access	Yes	
Retail Access	Yes	
Education	Yes	
SPN or SH	n/a	
Qualified Seniors	n/a	
Opportunity Area	n/a	
QIP Consistency	Yes	
Large Jurisdiction QIA Scoring TAB, if applicable		
FAAST File:	Submitted	Comments
E&L Use	n/a	
Const EFC #1, #2, etc	n/a	
CIP EFC #1, #2, etc	n/a	
Letter of Intent	n/a	
Transit Access	n/a	
Opportunity Area	n/a	
QIA Consistency	n/a	



**STATE OF CALIFORNIA
UNIVERSAL APPLICATION FOR THE
DEVELOPMENT OF AFFORDABLE RENTAL HOUSING**



UA Version 1/7/20

INSTRUCTIONS

1. Use this application form to apply for assistance for a multifamily rental housing development from CTCAC, CalHFA, HCD or CDLAC. A separate submission is required for each agency; please indicate which agency you are currently applying to in the top section of the next sheet, and revise this section for subsequent applications to other agencies. Also, please update the rest of the application to reflect changes in your development proposal.
2. In addition to this application form, each agency requires submission of program-specific documentation. Please review the checklists and instructions applicable to each program, located in each agencies website for specific requirements.
3. Areas intended for applicant entry are shaded in yellow. Instructions are included as Excel comments, such as the one to the right. To view these comments, hold your mouse over the red marks.
4. Some information carries over from one section to the next. If you start from the beginning "General" worksheet and continue in order, you will minimize error messages.
5. To navigate between worksheets (pages), click the tabs at the bottom of your screen, or right-click on the triangles to the left of the tabs. To print the entire application at once, go to File, Print, then under the "Print what" heading select "Entire workbook."
6. If you have technical issues specific to this application form, please contact the following Departmental staff:

<u>Department Program</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
California Dept. of Housing and Community Development: Affordable Housing and Sustainable Communities (AHSC) Home Investment Partnerships (HOME) Program Housing for a Healthy California (HHC) Infill Infrastructure Grant Program (IIG) Joe Serna, Jr. Farmworker Housing Grant Multifamily Housing Program (MHP) - General MHP - Supportive Housing MHP - Homeless Youth National Housing Trust Fund (NHTF) No Place Like Home (NPLH) Predevelopment Loan Program Transit Oriented Development (TOD) Housing Program Veterans Housing and Homelessness Prevention (VHHP)	George Rodine	(916) 263-6105	grodine@hcd.ca.gov
California Housing Finance Agency (CalHFA)	Marisa Fogal	(916) 326-8811	mfogal@calhfa.ca.gov
California State Treasurer: California Debt Limit Allocation Committee (CDLAC)	Misty Armstrong	(916) 653-3461	marmstrong@treasurer.ca.gov
California State Treasurer: California Tax Credit Allocation Committee (CTCAC)	Gina Ferguson	(916) 654-6340	gferguson@treasurer.ca.gov



**STATE OF CALIFORNIA
UNIVERSAL APPLICATION FOR THE
DEVELOPMENT OF AFFORDABLE RENTAL HOUSING**



GENERAL INFORMATION

Date of this Application or Update:

UA Version 1/7/20

This UA version contains 2020 TCAC Threshold Basis Limits inserted in 'TBL and High Cost Test' tab

Sunnydale HOPE SF Block 3B

Getting Started: When you open this file, you may see a yellow banner at the top with a button that says "Enable Content" or "Enable Editing". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full workbook functionality.

THIS APPLICATION REQUESTS FINANCING OR AN ALLOCATION FROM THE FOLLOWING:

<input type="checkbox"/> CTCAC	<input checked="" type="checkbox"/> HCD	<input type="checkbox"/> CDLAC	<input type="checkbox"/> CalHFA																																																			
Check all that apply: <input type="checkbox"/> Federal 9% Amount <input type="text" value="\$0"/> <input type="checkbox"/> Federal 4% Amount <input type="text" value="\$0"/> <input type="checkbox"/> State Credits Amount <input type="text" value="\$0"/> CTCAC Application Type: <input type="text"/> If Reapplication, Previous CTCAC No.: <input type="text"/> - <input type="text"/> - <input type="text"/> State Set-a-Side <input type="text"/> Federal Minimum Set-a-Side <input type="text"/> CTCAC Housing Type <input type="text"/> DDA or Qualified Census Tract? <input type="text"/> CTCAC Geographical Area <input type="text"/> For CTCAC Use Only <input type="text"/>	HOME Funds HOME Activity Amount <input type="text" value="\$0"/> HOME Admin. Amount <input type="text" value="\$0"/> HOME Activity Delivery <input type="text" value="\$0"/> IIG Amount <input type="text" value="\$6,500,000"/> Name of HCD Funding <input type="text"/> Amount <input type="text"/> Name of HCD Funding <input type="text"/> Amount <input type="text"/> Name of HCD Funding <input type="text"/> Amount <input type="text"/>	Tax-Exempt Bonds Allocation Amount <input type="text" value="\$0"/> Pool <input type="text"/> Amount of Taxable Tail (if any) <input type="text" value="\$0"/> Amount of any prior CDLAC Allocations for this Project <input type="text" value="\$0"/> Prior Application # <input type="text"/>	Is tax-exempt financing needed for construction? <input type="text"/> If yes, amount needed <input type="text" value="\$0"/> Application Type: <input type="text"/> Multifamily Financing Programs: <table border="1"> <thead> <tr> <th></th> <th>Amount</th> <th>Rate</th> <th>Term</th> </tr> </thead> <tbody> <tr><td>Predevelopment</td><td>\$0</td><td></td><td></td></tr> <tr><td>Acquisition</td><td>\$0</td><td></td><td></td></tr> <tr><td>Rehabilitation</td><td>\$0</td><td></td><td></td></tr> <tr><td>Construction</td><td>\$0</td><td></td><td></td></tr> <tr><td>Permanent</td><td>\$0</td><td></td><td></td></tr> <tr><td>Bridge Loan</td><td>\$0</td><td></td><td></td></tr> <tr><td>Second Mortgage</td><td>\$0</td><td></td><td></td></tr> <tr><td></td><td>\$0</td><td></td><td></td></tr> </tbody> </table> Special Needs? <input type="text"/> Local Government SNHP Funds <table border="1"> <thead> <tr> <th>Loan Type</th> <th>Amount</th> <th>Term</th> </tr> </thead> <tbody> <tr><td>Construction</td><td>\$0</td><td></td></tr> <tr><td>Permanent</td><td>\$0</td><td></td></tr> </tbody> </table> Capitalized Operating Subsidy Reserve (COSR) <table border="1"> <thead> <tr> <th></th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>From County</td><td>\$0</td></tr> <tr><td>From Borrower</td><td>\$0</td></tr> </tbody> </table>		Amount	Rate	Term	Predevelopment	\$0			Acquisition	\$0			Rehabilitation	\$0			Construction	\$0			Permanent	\$0			Bridge Loan	\$0			Second Mortgage	\$0				\$0			Loan Type	Amount	Term	Construction	\$0		Permanent	\$0			Amount	From County	\$0	From Borrower	\$0
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	Amount																																																					
From County	\$0																																																					
From Borrower	\$0																																																					

PROPOSED DEVELOPMENT

Proposed Name Sunnydale HOPE SF Block 3B	Street Address or Location(s) Lot 4 Tentative Map 9537	City San Francisco	Zip Code 94134	County San Francisco
Development Type New Construction	Age Restrictions None	Special Facility Type	Tenure Type Permanent	APN(s) 6311-011
# of Units 92	LIHTC Units 92	Project Site Area 0.90 Acres	Units per Acre 102.336 Per Acre	Multiple Parcels? No - one legal parcel
Relocation Req'd.? Temporary Only	Commercial Space? Yes	HOPE VI Project? No	Federally "At Risk"? No	"At-Risk" expiration date N/A
				Rental Subsidy? Yes
				HUD 811 Project? No

APPLICANT (Update based on funding source -- see comment in first box)

Legal Name of Organization Mercy Housing California	Applicant Role Project Sponsor / Developer
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LEGISLATIVE INFORMATION

Congressperson Name(s) Nancy Pelosi	District # 12	State Senator Name(s) Scott Wiener	District # 11	State Assembly Member Name(s) David Chiu	District # 17

Sunnydale HOPE SF Block 3B

PROPOSED PROJECT DESCRIPTION

Instruction: Describe, at minimum, the following topics. Narrative used for Project Summary

1) Type of Development

Located in San Francisco's Visitacion Valley neighborhood, the Project comprises 92 new affordable units for households between 30% and 60% TCAC AMI plus approximately 5,100 square feet of ground floor neighborhood retail. The unit mix consists of 4 studios, 27 one-bedroom units, 36 two-bedroom units, and 25 three-bedroom units. Seventy-five percent of the units (69 units) are assisted by Section 8 Project Based Vouchers (PBV) administered by the San Francisco Housing Authority (SFHA) through a non-competitive process. The Project will include a 1:2 vehicle parking ratio and a 1:1 bicycle parking ratio.

2) Topography and Special Site Features

The project site is on the 1500 block of Sunnydale Avenue in San Francisco. The Project will be a 5-story Type V/Type I mixed-use development with approximately 5,100 square feet of ground floor neighborhood retail and 92 affordable family units above. The site has a downward slope of about 5% from the northwest corner to the southeast corner. The front entrance will be along Sunnydale Avenue to the north with the garage parking entrance from Harmonia Street to the south. A to-be-designed open space will abut the Project on the west side and a publicly accessible pedestrian mews will be on the east side. The Project will seek Green Point Rated Gold and an on-site solar photovoltaic system will produce at least one third (33%) of the new building's electrical usage.

3) Surrounding Neighborhood

The Project is in the Visitacion Valley neighborhood located in the southeastern portion of San Francisco. The Project is part of the third development phase of the Sunnydale HOPE SF Master Plan. Immediately to the north and west are existing public housing buildings. To the east is a new construction affordable housing development (first development phase) and to the south is an affordable housing development that is under construction (second development phase). The Project is 0.1 miles from the nearest bus stop located at the corner of Sunnydale and Santos. The Sunnydale Clubhouse of the Boys & Girls Clubs of San Francisco, Herz Playground, and Coffman Pool are all within two blocks. Additionally, it is within one mile of the Visitacion Valley business district.

4) Proposed Tenant Population and Any Special Occupancy Restrictions (inc. those tied to land use approvals)

Of the 92 total units, 69 units (75%) will be set aside for Sunnydale public housing households assisted by Section 8 Project Based Vouchers (PBV) through a 20-year Section 8 Project Based contract with a maximum affordability of 50% AMI. The contract will be administered by SFHA through a non-competitive process. Twenty-two units will be tax credit affordable units for households at or below 60% AMI. There is one manager's unit.

5) Any On-Site Services

The Project will be staffed by Mercy Housing Management Group and Mercy Housing California for property management and resident service coordination, respectively. Extensive level of resident services and support will be provided given the target households, including a significant number of public housing residents.

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

Relocation: The Project requires the temporary relocation of 22 households and demolition of 22 public housing units. SFHA will assist affected households in relocating temporarily to vacant rehabbed units elsewhere within the Sunnydale public housing site or permanently to other SFHA-subsidized affordable housing within San Francisco. All households will be noticed and provided relocation assistance per URA, CRAL, and Sunnydale HOPE SF Relocation Plan.

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

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

7) Any Demolition

Three buildings comprising 22 public housing units will be abated and demolished.

8) Scope of Rehabilitation Work

N/A

9) Expected Start and Completion Date of Construction/Rehabilitation

Expected construction commencement of February 2022 with completion by February 2024

10) Changes in Land Area during Development (e.g. subdivision)

The project site is currently identified as Lot 4 within the approved Sunnydale HOPE SF Tentative Map 9537. Prior to construction commencement, the Project Sponsor is contemplating a minor lot line adjustment decreasing the land area from 39,159 square feet (0.899 acres) to 36,970 square feet (0.849 acres) while maintaining the same herein proposed number of units. The change takes away an 11 feet by 197 feet area on the east side. Any net density calculation is based on the current (larger) land area.

11) Rent Subsidies

Of the 92 total units, 69 units (75%) will be assisted by Section 8 Project Based Vouchers (PBV) with a 20-year Section 8 Project Based contract, which will be made available by SFHA through a non-competitive process.

12) Whether Prevailing Wages will be paid.

Yes

SITE & UNIT INFORMATION

SITE CONTROL

Site address or location: Sunnydale HOPE SF Block 3B at Lot 4 Tentative Map 9537, San Francisco, CA 94134

Type of Site Control	Dated	Expires	Extensions Available	Purchase Price	Total Land Area
Other -specify in Applicant Notes	3/3/17				0.90 acres

Current Owner: San Francisco Housing Authority (SFHA)
 Current Owner Address: 1815 Egbert Avenue, San Francisco, CA 94124

PLANNED AND COMPLETED PROPERTY TRANSFER(S)

Ground Lease Planned?	Lessor	Term	Annual Payment Amount
Yes	SFHA	75	\$15,000

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

Site control is provided under a Master Development Agreement (MDA) between SFHA, which owns the land; the City and County of San Francisco, and the Master Developer, whose members consist of the parent companies of the General Partners of Sunnydale Block 3B Housing Partners, L.P. (Project Owner). The MDA applies to the entire 50 acre Sunnydale HOPE SF master development site and provides the Master Developer with exclusive development rights and site control until ground leases are executed for individual development sites.

SITE USE

Current Use	Proposed Zoning (code and name)	Is Site Improved?	Year Improvements Built
Public Housing	HOPE SF Special Use District	Yes	1941

Demolition Planned?	or Done?	Rent Control?	Access Road Maintenance	Applicant Notes
Yes	No	No	Public	

SITE CONDITIONS AND ADJOINING LAND USES

<input checked="" type="checkbox"/> Poor drainage	<input checked="" type="checkbox"/> Grade 5-10%	Describe adjoining land uses within 300 feet of the Project	
<input type="checkbox"/> Erosion problems	<input type="checkbox"/> Grade over 10%		
<input type="checkbox"/> Unstable soil	<input type="checkbox"/> Airport within 2 miles		
<input type="checkbox"/> Retaining wall	<input type="checkbox"/> Possible high noise levels		
<input checked="" type="checkbox"/> Possible lead paint	<input type="checkbox"/> Abandoned well(s)		
<input checked="" type="checkbox"/> Possible asbestos	<input type="checkbox"/> Railroad tracks within 100 yards		
<input type="checkbox"/> Wetlands area	<input type="checkbox"/> Unusual ingress/egress		
<input type="checkbox"/> On-site stream/creek	<input type="checkbox"/> Ground water contamination		
<input type="checkbox"/> 100-yr. flood plain	<input type="checkbox"/> High water table		
<input type="checkbox"/> Possible soil pollution	<input type="checkbox"/> Underground storage tanks		
West			Public housing
East			New five-story affordable housing development and two-story single family townhomes
North			Public housing
South		Four-story affordable housing development under construction	
Unique Site 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	38	0	0	14	4	4	0	22	56	3	0	0
PROPOSED	178	4	27	36	25	0	0	92	178	1	1	46

PROPOSED BUILDING TYPES	New Construction		Rehabilitation	
	Units	Bldgs.	Units	Bldgs.
Townhouse/Row House	0	0	0	0
One or Two Story Walk-Up	0	0	0	0
Mid-Rise (3-5 stories)	92	1	0	0
High-Rise (6+stories)	0	0	0	0
Detached Single Family	0	0	0	0
Duplex/4-Plex	0	0	0	0
Non-Residential Building(s)		0		0
TOTALS	92	1	0	0

Unit Size	Baths	Layout	Ave. Sq. Ft.	No. of Units
0 Bdrm.	1	Flat	400	4
1 Bdrm.	1	Flat	610	27
2 Bdrm.	1	Flat	850	36
3 Bdrm.	2	Flat	1,090	25
Total Units				92

Applicant Notes

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AMENITIES

Unit Amenities/Features	Project Amenities	Security & Other Charges	Other On-Site Services
<input type="checkbox"/> Air Conditioning	<input checked="" type="checkbox"/> Elevator(s) 2	<input type="checkbox"/> Gated Site Entry	
<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Laundry Rms. 4	<input checked="" type="checkbox"/> Bldg. Card Key	
<input checked="" type="checkbox"/> Range	Washers 8	<input type="checkbox"/> Security Patrol	
<input type="checkbox"/> Microwave	Dryers 8		
<input type="checkbox"/> Disposal	<input type="checkbox"/> Community Room		
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Community Kitchen		
<input type="checkbox"/> Walk-In Closet	<input type="checkbox"/> Computer Room		
<input type="checkbox"/> Fenced Rear Yard	<input type="checkbox"/> High Speed Internet		
<input type="checkbox"/>	<input type="checkbox"/> Fitness Room		
<input checked="" type="checkbox"/> Laundry Hookups or Appliances in Units	<input type="checkbox"/> Picnic/BBQ Area(s)	Describe any mandatory charges to tenants beyond allowable rents.	
<input type="checkbox"/> 3BD units will have in-unit washers and dryers. All other units will be served by shared laundry facilities.	<input type="checkbox"/> Tot Lot or Playground	N/A	
	<input type="checkbox"/> Sports Court		
	<input type="checkbox"/> Tennis Court		
	<input type="checkbox"/> Pool		
	<input type="checkbox"/> Jacuzzi/Sauna		

MISCELLANEOUS INFORMATION

RESIDENTIAL SPACE	RESIDENTIAL PARKING	COMMERCIAL SPACE
Residential Square Footage		
Residential Units		
75,360		
Community Room		
1,584		
Leasing Office		
0		
Additional Storage Space		
0		
Subtotal		
76,944		
Maintenance Shop		
2,400		
Childcare Center		
0		
Service Area		
1,368		
Service Office		
0		
Other		
0		
Total Residential SF		
80,712		
Free Residential Parking Spaces		
Uncovered Tenant Parking	0	
Covered Tenant Parking	0	
Enclosed Tenant Parking	46	
Tenant Guest Spaces	0	
Subtotal Parking Spaces	46	
Extra Spaces Tenants Can Rent		
Uncovered Parking	0	
Covered Parking	0	
Enclosed Parking	0	
Grand Total Parking Spaces	46	
Total Handicap Parking Spaces (included in totals above)	1	
Commercial Square Footage		
Commercial Area		5,108
Offices		0
Childcare Center		0
Storage Space		0
Other		0
Total Commercial SF		5,108
Parking Spaces for Commercial Tenants		
Uncovered		0
Covered Spaces		0
Total Spaces		0
Describe other available parking for commercial patrons.		
Street parking available nearby		

INCOME FROM SOURCES OTHER THAN RESIDENTIAL RENTS AND SUBSIDIES

Laundry		Other Leased Spaces				
No. of Units Using Central Laundry	67	Residential	Lease Terms	Sq. Feet	Rent/SF/Mo.	Annual Gross
Weekly Assumed Income Per Unit	\$0.00					\$0
Annual Total Laundry Income	\$0					\$0
Residential Parking						\$0
Tenant Rental Spaces	0					\$0
Monthly Income Per Space	\$0	Commercial				\$0
Annual Residential Parking Income	\$0					\$0
Commercial Parking						\$0
Number of Rental Spaces	0					\$0
Monthly Income Per Space	\$0					\$0
Annual Commercial Parking Income	\$0					\$0
		Total Income from Other Leased Spaces				\$0

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	\$22	\$27	\$34	\$42	\$0	\$0
Cooking	Electric	Tenant	\$9	\$10	\$15	\$19	\$0	\$0
Other Electric	Electric	Tenant	\$26	\$32	\$48	\$68	\$0	\$0
Air Conditioning			\$0	\$0	\$0	\$0	\$0	\$0
Water Heating			\$0	\$0	\$0	\$0	\$0	\$0
Water		Owner	\$0	\$0	\$0	\$0	\$0	\$0
Sewer		Owner	\$0	\$0	\$0	\$0	\$0	\$0
Trash		Owner	\$0	\$0	\$0	\$0	\$0	\$0
Other			\$0	\$0	\$0	\$0	\$0	\$0
Total Tenant Utility Allowance			\$57	\$69	\$97	\$129	\$0	\$0

Source for Utility Allowances

Local PHA **Name** San Francisco Housing Authority **Effective Date** 10/1/18

HUD USDA RD Utility Company (Actual Survey) Other

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Applicant Notes

The commercial space will be master leased. Therefore, we are not underwriting any commercial income, expenses, or debt service supported by commercial NOI.

Proceeds from central laundry must go towards resident leadership activities based upon agreements with SFHA. Therefore, the Project assumes no income from central laundry.

RENTS & UNIT MIX INFORMATION

Tax Credit 50% **Income** Limits for County of : San Francisco HUD Notice Date: 4/24/19

Household Size:	1	2	3	4	5	6	7	8
Income Limit:	\$56,450	\$64,500	\$72,550	\$80,600	\$87,050	\$93,500	\$99,950	\$106,400

Show rent limits set by the most restrictive regulatory agency. Rows 18-24 are only for restricted manager units.

CTCAC, CDLAC, MHP and CalHFA rent limits are calculated based on the above income limits, and are automatically shown below. If the most restrictive rent limits applicable to some units are required by another program, such as HOME or USDA Rural Development, [click here](#) to enter these limits. (Or scroll to bottom of worksheet)

Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	No. of Units	Maximum Gross Rent	Less Utility Allowance	Maximum Net Rent	Proposed Net Rent	Monthly Income at Proposed Rents	Monthly Income at Maximum Rents
30%	TCAC	Beds	0	\$0	\$0	\$0	\$0		
Rows 18-24 enter restricted manager unit(s) only; unrestricted Manager's unit(s) use rows 121-123. % of Restricted Units in this category 23%		0 Bdrm.	0				\$0		
		1 Bdrm.	6	\$907	(\$69)	\$838	\$0	\$0	\$5,028
		2 Bdrm.	8	\$1,088	(\$97)	\$991	\$0	\$0	\$7,928
		3 Bdrm.	5	\$1,257	(\$129)	\$1,128	\$0	\$0	\$5,640
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			19	Subtotal				\$0	\$18,596
50%	Other	Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category 51%		0 Bdrm.	0				\$0		
		1 Bdrm.	10	\$1,232	(\$69)	\$1,163	\$0	\$0	\$11,630
		2 Bdrm.	16	\$1,386	(\$97)	\$1,289	\$0	\$0	\$20,624
		3 Bdrm.	17	\$1,540	(\$129)	\$1,411	\$0	\$0	\$23,987
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			43	Subtotal				\$0	\$56,241
60%	TCAC	Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category 26%		0 Bdrm.	4	\$1,693	(\$57)	\$1,636	\$0	\$0	\$6,544
		1 Bdrm.	9	\$1,814	(\$69)	\$1,745	\$0	\$0	\$15,705
		2 Bdrm.	9	\$2,176	(\$97)	\$2,079	\$0	\$0	\$18,711
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			22	Subtotal				\$0	\$40,960
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0

RENTS & UNIT MIX INFORMATION

<i>Income Limit (% AMI)</i>	<i>Rent Limit Calc. Formula</i>	<i>Unit Size</i>	<i>No. of Units</i>	<i>Maximum Gross Rent</i>	<i>Less Utility Allowance</i>	<i>Maximum Net Rent</i>	<i>Proposed Net Rent</i>	<i>Monthly Income at Proposed Rents</i>	<i>Monthly Income at Maximum Rents</i>
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds	0	\$0	\$0	\$0	\$0		
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
Total Restricted Units			84	Monthly Rental Income from Restricted Units				\$0	\$115,797

RENTS & UNIT MIX INFORMATION

Unrestricted Units		0				\$0	\$0
Manager Unit	1 Bdrm.	2				\$1,163	\$2,326
	2 Bdrm.	3				\$1,289	\$3,867
	3 Bdrm.	2				\$1,411	\$2,822
		0				\$0	\$0
		0				\$0	\$0
		0				\$0	\$0
		0				\$0	\$0
		0				\$0	\$0
	3 Bdrm.	1				\$0	\$0
	Manager Unit		0			\$0	\$0
Manager Unit		0			\$0	\$0	
Total Unrestricted Units		8				Subtotal	\$9,015
Total Units		92					

Other Rent Limits
 Enter below any **rent** limits that are both the most restrictive and that are required by sources other than tax credits, bonds, or MHP (e.g.. HOME or USDA Rural Development). Describe the limits in the box to the right.
 After you are done, complete the table above.

Gross Rent Limits							Description of Other Rent Limits
Income Level	Unit Size (Bdrms)						
	0	1	2	3	4	5	
65%	\$0	\$0	\$0	\$0	\$0	\$0	MOHCD AMI Limits
60%	\$0	\$0	\$0	\$0	\$0	\$0	
55%	\$0	\$0	\$0	\$0	\$0	\$0	
50%	\$1,078	\$1,232	\$1,386	\$1,540	\$0	\$0	
45%	\$0	\$0	\$0	\$0	\$0	\$0	
40%	\$0	\$0	\$0	\$0	\$0	\$0	
35%	\$0	\$0	\$0	\$0	\$0	\$0	
30%	\$0	\$0	\$0	\$0	\$0	\$0	
25%	\$0	\$0	\$0	\$0	\$0	\$0	
20%	\$0	\$0	\$0	\$0	\$0	\$0	
15%	\$0	\$0	\$0	\$0	\$0	\$0	

Restricted Units by Income and Unit Size

Income Level	No.	% of Restricted Units
65%	0	0%
60%	22	26%
55%	0	0%
50%	43	51%
45%	0	0%
40%	0	0%
35%	0	0%
30%	19	23%
25%	0	0%
20%	0	0%
15%	0	0%
Total:	84	100%

Unit Size	Units	% of Restricted Units
Beds	0	0%
0 Bdrm.	4	5%
1 Bdrm.	25	30%
2 Bdrm.	33	39%
3 Bdrm.	22	26%
4 Bdrm.	0	0%
5 Bdrm.	0	0%
Total:	84	100%

SUBSIDY INFORMATION

Incremental Income from Rent/Operating Subsidies Based on Contract Rents

The top part of this section estimates incremental income from rent subsidy contracts, such as Section 8, above and beyond either 1) maximum restricted rents or 2) proposed rents. Complete this part only if the Project will have a rent subsidy based on contract rents.

List all Project-based or sponsor-based rent/operating subsidies in the bottom portion of this section, under the "Rent/Operating Subsidy Programs" heading.

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Subsidy payment over net rent based on: Restricted Rents Proposed Rents

		Incremental Income from Rent/Operating Subsidy					Incremental Income from Rent/Operating Subsidy			
		Subsidy Program Name: Project Based S8					Subsidy Program Name:			
Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income
30%	TCAC	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$2,679	\$1,841	6	\$11,046	\$0		0	
		2 Bdrm.	\$3,336	\$2,345	8	\$18,760	\$0		0	
		3 Bdrm.	\$4,348	\$3,220	5	\$16,100	\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
50%	Other	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$2,679	\$1,516	10	\$15,160	\$0		0	
		2 Bdrm.	\$3,336	\$2,047	16	\$32,752	\$0		0	
		3 Bdrm.	\$4,348	\$2,937	17	\$49,929	\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
60%	TCAC	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
		Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
		Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	

SUBSIDY INFORMATION

		Incremental Income from Rent/Operating Subsidy					Incremental Income from Rent/Operating Subsidy				
		Subsidy Program Name: Project Based S8					Subsidy Program Name: 0				
Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income	
0%	0.0	Beds	\$0		0		\$0		0		
		0 Bdrm.	\$0		0		\$0		0		
		1 Bdrm.	\$0		0		\$0		0		
		2 Bdrm.	\$0		0		\$0		0		
		3 Bdrm.	\$0		0		\$0		0		
		4 Bdrm.	\$0		0		\$0		0		
		5 Bdrm.	\$0		0		\$0		0		
0%	0.0	Beds	\$0		0		\$0		0		
		0 Bdrm.	\$0		0		\$0		0		
		1 Bdrm.	\$0		0		\$0		0		
		2 Bdrm.	\$0		0		\$0		0		
		3 Bdrm.	\$0		0		\$0		0		
		4 Bdrm.	\$0		0		\$0		0		
		5 Bdrm.	\$0		0		\$0		0		
0%	0.0	Beds	\$0		0		\$0		0		
		0 Bdrm.	\$0		0		\$0		0		
		1 Bdrm.	\$0		0		\$0		0		
		2 Bdrm.	\$0		0		\$0		0		
		3 Bdrm.	\$0		0		\$0		0		
		4 Bdrm.	\$0		0		\$0		0		
		5 Bdrm.	\$0		0		\$0		0		
0%	0.0	Beds	\$0		0		\$0		0		
		0 Bdrm.	\$0		0		\$0		0		
		1 Bdrm.	\$0		0		\$0		0		
		2 Bdrm.	\$0		0		\$0		0		
		3 Bdrm.	\$0		0		\$0		0		
		4 Bdrm.	\$0		0		\$0		0		
		5 Bdrm.	\$0		0		\$0		0		
0%	0.0	Beds	\$0		0		\$0		0		
		0 Bdrm.	\$0		0		\$0		0		
		1 Bdrm.	\$0		0		\$0		0		
		2 Bdrm.	\$0		0		\$0		0		
		3 Bdrm.	\$0		0		\$0		0		
		4 Bdrm.	\$0		0		\$0		0		
		5 Bdrm.	\$0		0		\$0		0		
Total Units Subsidized					62	Total Units Subsidized					0
Total Monthly Subsidy					\$143,747	Total Monthly Subsidy					\$0

SUBSIDY INFORMATION

Rent/Operating Subsidy Programs

Subsidy Program Name:	Section 8			
Subsidy Program Component:	Project Based Vouchers			
Subsidy Currently in Place?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Application Submitted or To be Submitted:	8/30/2021			
Date Award Expected:	2/28/2022			
Contract Term (Years):	20			
Expected 1st Year Amount, if not based on contract rents:	\$1,905,528			
Basis for Subsequent Amounts, if not based on contract rents:				

Continuum of Care Process

If one or more of the subsidy programs listed above is part of your local Continuum of Care process (i.e., Shelter Plus Care, Supportive Housing Program, Section 8 Mod Rehab SRO, etc.), please complete the following:

1. Has your community completed its Continuum of Care ranking process? Yes No
2. If you answered yes to question number one, is your Project ranked within the fundable range? Yes No
3. If you answered no to question number one, when will your community complete its Continuum of Care ranking process?

Applicant Notes

The Project will have Section 8 Project Based Voucher assistance for the 7 unrestricted units. The annual value of the contract rents is shown in the "Operating" Tab under Row 39.

Sunnydale HOPE SF Block 3B				
ANNUAL INCOME AND EXPENSES				
EMPLOYEE INFORMATION				
No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent
1	1.00	On-Site Manager(s)	\$80,868	\$0
		On-Site Assistant Manager(s)	\$0	\$0
		Supportive Services Staff Supervisor(s)	\$0	
2	1.15	Supportive Services Coordinator, On-Site	\$92,000	
		Other Supportive Services Staff (inc. Case Manager)	\$0	
2	1.50	On-Site Maintenance Employee(s)	\$70,665	\$0
		On-Site Leasing Agent/Administrative Employee(s)	\$0	\$0
		On-Site Security Employee(s)	\$0	\$0
			\$0	\$0
			\$0	\$0
Total Salaries and Value of Free Rent Units			\$243,533	\$0
	6711	Payroll Taxes	\$48,642	Show free rent as an expense? <input type="radio"/> Yes <input checked="" type="radio"/> No
	6722	Workers Compensation	\$0	
	6723	Employee Benefits	\$0	
Employee(s) Payroll Taxes, Workers Comp. & Benefits			\$48,642	
Total Employee(s) Expenses			\$292,175	
Employee Units				
Income Limit	Job Title(s) of Employee(s) Living On-Site		Unit Type (No. of bdrms.)	Square Footage
None	On-Site Manager(s)		3	1,090
			0	0
			0	0
Total Square Footage				1,090
Annual Operating Budget				
Acct. No.	REVENUE - INCOME		Residential	Commercial
5120/5140	Rent Revenue - Gross Potential			\$0
	Restricted Unit Rents		\$1,389,564	
	Unrestricted Unit Rents		\$108,180	
5121	Tenant Assistance Payments			
	Project Based S8		\$1,724,964	
	0		\$0	
	Operating Subsidies		\$0	
	Other: Project Based S8 (unrestricted units)		\$180,564	\$0
5910	Laundry and Vending Revenue		\$0	
5170	Garage and Parking Spaces		\$0	\$0
5990	Miscellaneous Rent Revenue		\$0	\$0
Gross Potential Income (GPI)			\$3,403,272	\$0
	Vacancy Rate: Restricted Units		5.0%	
	Vacancy Rate: Unrestricted Units		5.0%	
	Vacancy Rate: Tenant Assistance Payments		5.0%	
	Vacancy Rate: Other: Project Based S8 (unrestricted units)		5.0%	
	Vacancy Rate: Laundry & Vending & Other Income		5.0%	
	Vacancy Rate: Commercial Income			50.0%
5220/5240	Vacancy Loss(es)		\$170,164	\$0
Effective Gross Income (EGI)			\$3,233,108	\$0
Acct. No.	EXPENSES		Residential	Commercial
ADMINISTRATIVE EXPENSES: 6200/6300				
6203	Conventions and Meetings		\$0	\$0
6210	Advertising and Marketing		\$920	\$0
6250	Other Renting Expenses		\$0	\$0
6310	Office/Administrative Salaries -- from above		\$0	\$0
6311	Office Expenses		\$0	\$0
6312	Office or Model Apartment Rent		\$0	\$0
6320	Management Fee		\$83,926	\$0
6330	Site/Resident Manager(s) Salaries -- from above		\$80,868	\$0
6331	Administrative Free Rent Unit -- from above		\$0	\$0
6340	Legal Expense -- Project		\$17,102	\$0
6350	Audit Expense		\$9,420	\$0
6351	Bookkeeping Fees/Accounting Services		\$0	\$0
6390	Miscellaneous Administrative Expenses		\$21,900	\$0
6263T	TOTAL ADMINISTRATIVE EXPENSES		\$214,136	\$0

Sunnydale HOPE SF Block 3B			
ANNUAL INCOME AND EXPENSES			
Acct. No.	EXPENSES (continued)	Residential	Commercial
UTILITIES EXPENSES: 6400			
6450	Electricity	\$41,336	\$0
6451	Water	\$50,000	\$0
6452	Gas	\$56,883	\$0
6453	Sewer	\$81,691	\$0
	Other Utilities: (specify)	\$0	\$0
6400T	TOTAL UTILITIES EXPENSES	\$229,910	\$0
OPERATING AND MAINTENANCE EXPENSES: 6500			
6510	Payroll -- from above	\$70,665	\$0
6515	Supplies	\$79,107	\$0
6520	Contracts	\$98,959	\$0
6521	Operating & Maintenance Free Rent Unit -- from above	\$0	\$0
6525	Garbage and Trash Removal	\$71,974	\$0
6530	Security Contract	\$0	\$0
6531	Security Free Rent Unit -- from above	\$0	\$0
6546	Heating/Cooling Repairs and Maintenance	\$0	\$0
6548	Snow Removal	\$0	\$0
6570	Vehicle & Maintenance Equipment Operation/Reports	\$0	\$0
6590	Miscellaneous Operating and Maintenance Expenses	\$2,738	\$0
6500T	TOTAL OPERATING & MAINTENANCE EXPENSES	\$323,443	\$0
TAXES AND INSURANCE: 6700			
6710	Real Estate Taxes	\$3,312	\$0
6711	Payroll Taxes (Project's Share) -- from above	\$48,642	\$0
6720	Property and Liability Insurance (Hazard)	\$172,500	\$0
6729	Other Insurance (e.g. Earthquake)	\$0	\$0
6721	Fidelity Bond Insurance	\$0	\$0
6722	Worker's Compensation -- from above	\$0	\$0
6723	Health Insurance/Other Employee Benefits--from above	\$0	\$0
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	\$45,726	\$0
6700T	TOTAL TAXES AND INSURANCE	\$270,180	\$0
SUPPORTIVE SERVICES COSTS: 6900			
6990	Staff Supervisor(s) Salaries - from above	\$0	\$0
6990	Services Coordinator Salaries, On-Site - from above	\$92,000	\$0
6990	Other Supportive Services Staff Salaries - from above	\$0	\$0
6990	Supportive Services Admin Overhead	\$0	\$0
6990	Other Supportive Services Costs: (specify)	\$0	\$0
6990	Other Supportive Services Costs: (specify)	\$0	\$0
6900T	TOTAL SUPPORTIVE SERVICES COSTS	\$92,000	\$0
TOTAL OPERATING EXPENSES		\$1,129,669	\$0
FUNDED RESERVES: 7200			
		Residential	Commercial
7210	Required Replacement Reserve Deposits	\$46,000	\$0
7220	Other Reserves: (specify)	\$0	\$0
7230	Other Reserves: (specify)	\$0	\$0
7240	Other Reserves: (specify)	\$0	\$0
	TOTAL RESERVES	\$46,000	\$0
GROUND LEASE			
		Residential	Commercial
	Ground Lease	\$15,000	\$0
	TOTAL GROUND LEASE	\$15,000	\$0
NET OPERATING INCOME		\$2,042,439	\$0
FINANCIAL EXPENSES: 6800			
6820	1st Mortgage Debt Service	\$1,670,049	\$0
6830	2nd Mortgage Debt Service	\$0	\$0
6840	3rd Mortgage Debt Service	\$0	\$0
6890	Miscellaneous Financial Expenses: Issuer + Trustee Fees	\$31,839	\$0
6800T	TOTAL FINANCIAL EXPENSES	\$1,701,888	\$0
CASH FLOW		\$340,551	\$0
7190	Asset Management/Similar Fees	\$34,425	\$0
Total Operating Expenses Per Unit		<u>Per Year</u>	<u>Per Month</u>
Without any Adjustments		\$12,279	\$1,023
With the Value of Rent-Free Units Included		\$12,279	\$1,023
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included		\$11,243	\$937

UA Version 1/7/20

Sunnydale HOPE SF Block 3B

CASH FLOW ANALYSIS

Income from Restricted Units based on:		Restricted Rents				Proposed Rents				UA Version 1/7/20											
INCOME FROM HOUSING UNIT: 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%	1,389,564	1,424,303	1,459,911	1,496,408	1,533,819	1,572,164	1,611,468	1,651,755	1,693,049	1,735,375	1,778,759	1,823,228	1,868,809	1,915,529	1,963,418	2,012,503	2,062,816	2,114,386	2,167,246	2,221,427
Unrestricted Units	2.5%	108,180	110,885	113,657	116,498	119,410	122,396	125,456	128,592	131,807	135,102	138,480	141,942	145,490	149,127	152,856	156,677	160,594	164,609	168,724	172,942
Tenant Assistance Payments																					
Program: Project Based S8	2.5%	1,724,964	1,768,088	1,812,290	1,857,598	1,904,037	1,951,638	2,000,429	2,050,440	2,101,701	2,154,244	2,208,100	2,263,302	2,319,885	2,377,882	2,437,329	2,498,262	2,560,719	2,624,737	2,690,355	2,757,614
Program:	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: Project Based S8 (unrestricted units)	2.5%	180,564	185,078	189,705	194,448	199,309	204,292	209,399	214,634	220,000	225,500	231,137	236,916	242,839	248,909	255,132	261,511	268,048	274,749	281,618	288,659
GROSS POTENTIAL INCOME - HOUSING		3,403,272	3,488,354	3,575,563	3,664,952	3,756,576	3,850,490	3,946,752	4,045,421	4,146,556	4,250,220	4,356,476	4,465,388	4,577,022	4,691,448	4,808,734	4,928,953	5,052,176	5,178,481	5,307,943	5,440,641
OTHER INCOME																					
Laundry & Vending	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS POTENTIAL INCOME - OTHER		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS POTENTIAL INCOME - TOTAL		3,403,272	3,488,354	3,575,563	3,664,952	3,756,576	3,850,490	3,946,752	4,045,421	4,146,556	4,250,220	4,356,476	4,465,388	4,577,022	4,691,448	4,808,734	4,928,953	5,052,176	5,178,481	5,307,943	5,440,641
VACANCY ASSUMPTIONS																					
Restricted Units	5.0%	69,478	71,215	72,996	74,820	76,691	78,608	80,573	82,588	84,652	86,769	88,938	91,161	93,440	95,776	98,171	100,625	103,141	105,719	108,362	111,071
Unrestricted Units	5.0%	5,409	5,544	5,683	5,825	5,971	6,120	6,273	6,430	6,590	6,755	6,924	7,097	7,275	7,456	7,643	7,834	8,030	8,230	8,436	8,647
Tenant Assistance Payments	5.0%	86,248	88,404	90,615	92,880	95,202	97,582	100,021	102,522	105,085	107,712	110,405	113,165	115,994	118,894	121,866	124,913	128,036	131,237	134,518	137,881
Other: Project Based S8 (unrestrict)	5.0%	9,028	9,254	9,485	9,722	9,965	10,215	10,470	10,732	11,000	11,275	11,557	11,846	12,142	12,445	12,757	13,076	13,402	13,737	14,081	14,433
Laundry/Vending/Other Income	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	50.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL VACANCY LOSS		170,164	174,418	178,778	183,248	187,829	192,524	197,338	202,271	207,328	212,511	217,824	223,269	228,851	234,572	240,437	246,448	252,609	258,924	265,397	272,032
EFFECTIVE GROSS INCOME		3,233,108	3,313,936	3,396,785	3,481,704	3,568,747	3,657,965	3,749,415	3,843,150	3,939,229	4,037,709	4,138,652	4,242,118	4,348,171	4,456,876	4,568,298	4,682,505	4,799,568	4,919,557	5,042,546	5,168,609
OPERATING EXPENSES & RESERVE DEPOSITS																					
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	3.5%	1,034,357	1,070,559	1,108,029	1,146,810	1,186,948	1,228,492	1,271,489	1,315,991	1,362,051	1,409,722	1,459,063	1,510,130	1,562,984	1,617,689	1,674,308	1,732,909	1,793,561	1,856,335	1,921,307	1,988,553
Real Estate Taxes	2.0%	3,312	3,378	3,446	3,515	3,585	3,657	3,730	3,804	3,881	3,958	4,037	4,118	4,200	4,284	4,370	4,458	4,547	4,638	4,730	4,825
Supportive Services Costs	2.5%	92,000	94,300	96,658	99,074	101,551	104,090	106,692	109,359	112,093	114,895	117,768	120,712	123,730	126,823	129,994	133,243	136,575	139,989	143,489	147,076
Replacement Reserve	0.0%	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000
Other Reserves	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ground Lease	0.0%	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Commercial Expenses	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES & RESERVES		1,190,669	1,229,238	1,269,132	1,310,399	1,353,084	1,397,238	1,442,910	1,490,154	1,539,024	1,589,576	1,641,868	1,695,960	1,751,915	1,809,796	1,869,672	1,931,610	1,995,682	2,061,962	2,130,526	2,201,453
NET OPERATING INCOME		2,042,439	2,084,698	2,127,652	2,171,305	2,215,662	2,260,727	2,306,504	2,352,995	2,400,204	2,448,133	2,496,784	2,546,158	2,596,257	2,647,079	2,698,626	2,750,895	2,803,886	2,857,595	2,912,020	2,967,156
DEBT SERVICE																					
1st Mortgage		1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049	1,670,049
Bridge Loan (repaid from Investor equity)																					
2nd Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Financial Expenses: (specify)		31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839	31,839
Total Required Debt Service		1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888	1,701,888
CASH FLOW after all debt service		340,551	382,810	425,764	469,417	513,774	558,839	604,616	651,107	698,316	746,245	794,896	844,270	894,369	945,191	996,738	1,049,007	1,101,998	1,155,707	1,210,132	1,265,268
DEBT SERVICE COVERAGE RATIO		1.20	1.22	1.25	1.28	1.30	1.33	1.36	1.38	1.41	1.44	1.47	1.50	1.53	1.56	1.59	1.62	1.65	1.68	1.71	1.74
Use of Cash Flow After Debt Service - HCD Projects																					
Asset Mgmt./ Similar Fees		34,425	35,630	36,877	38,168	39,503	40,886	42,317	43,798	45,331	46,918	48,560	50,259	52,019	53,839	55,724	57,674	59,692	61,782	63,944	66,182
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		306,126	347,181	388,887	431,250	474,271	517,953	562,299	607,309	652,985	699,328	746,336	794,011	842,350	891,352	941,014	991,333	1,042,305	1,093,925	1,146,188	1,199,086
Sponsor Distributions	50%	153,063	173,590	194,444	215,625	237,135	258,977	281,149	303,655	326,493	349,664	373,168	397,006	421,175	445,676	470,507	495,667	521,153	546,963	573,094	599,543
HCD Residual Payment	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MOHCD Vertical Gap	50%	153,063	173,590	19																	



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 #: 230009

Bid/RFP #: L-16848

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
Don Kavanagh	415.274.0501
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PRT Port of San Francisco	don.kavanagh@sport.com

5. CONTRACTOR	
NAME OF CONTRACTOR Autodesk, Inc.	TELEPHONE NUMBER 415.233.8958
STREET ADDRESS (including City, State and Zip Code) Pier 9, San Francisco, CA 94111	EMAIL melissa.boykin@autodesk.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER L-16848	FILE NUMBER (If applicable) 230009
DESCRIPTION OF AMOUNT OF CONTRACT Rent >\$1 million over the lease term		
NATURE OF THE CONTRACT (Please describe) This is a renewal lease for Autodesk, Inc. at Pier 9 in San Francisco for a one-year term plus a one-year option. Scheduled initial monthly rent is \$124,508. If the option is exercised the rent increases to \$128,212 per month.		

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	Anagnost	Andrew	Board of Directors
2	Blasing	Karen	Board of Directors
3	French	Reid	Board of Directors
4	Howard	Ayanna	Board of Directors
5	Irving	Blake	Board of Directors
6	McDowell	Mary T.	Board of Directors
7	Milligan	Stephen D.	Board of Directors
8	Norrington	Lorrie M.	Board of Directors
9	Rafael	Betsy	Board of Directors
10	Rahim	Rami	Board of Directors
11	Smith	Stacy J.	Board of Directors
12	Anagnost	Andrew	CEO
13	Clifford	Deborah	CFO
14	Blum	Steve	COO
15			
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9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

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

10. VERIFICATION

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

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

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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Mayor's Office of Housing and Community Development
City and County of San Francisco



London N. Breed
Mayor

Eric D. Shaw
Director

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Benjamin McCloskey, Deputy Director Mayor's Office of Housing and Community Development

DATE: December 12, 2022

SUBJECT: Accept and Expend Resolution for Infill Infrastructure Grant (IIG) Program at Sunnydale Block 3B

GRANT TITLE: Infill Infrastructure Grant Program – Sunnydale Block 3B

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

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

Departmental representative to receive a copy of the adopted resolution:

Name: Benjamin McCloskey
Phone: 415-701-5575
Interoffice Mail Address: Benjamin.McCloskey@sfgov.org
Certified copy required Yes No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).