

1 [Execute Standard Agreement and Accept and Expend Grant - California Department of
2 Housing and Community Development Affordable Housing and Sustainable Communities
3 Program - The Kelsey Civic Center - \$29,269,952]

4 **Resolution authorizing the Mayor’s Office of Housing and Community Development on**
5 **behalf of the City and County of San Francisco to execute the Standard Agreements**
6 **and other related documents with the State of California Department of Housing and**
7 **Community Development (“HCD” or “Department”) under the Affordable Housing and**
8 **Sustainable Communities Program for a total award of \$29,269,952 including**
9 **\$20,000,000 disbursed by HCD as a loan to The Kelsey Civic Center, L.P. (“Developer”)**
10 **for a 100% affordable housing project at 240 Van Ness Avenue and \$9,269,952 to be**
11 **disbursed as a grant to the City for public transit improvements near 240 Van Ness**
12 **Avenue, for the period starting on the execution date of the Standard Agreements to**
13 **April 30, 2028; authorizing MOHCD to accept and expend the grant of up to \$9,269,952**
14 **for transit, bicycle and pedestrian improvements, and other transit oriented**
15 **programming as approved by HCD.**

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

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

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

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

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

10 WHEREAS, Mercy Housing California and The Kelsey (“Co-Developers”), requested
11 the City and County of San Francisco (the “City”), acting by and through the Mayor’s Office of
12 Housing and Community Development (“MOHCD”), to be a joint applicant for an eight story,
13 112 unit, 100% affordable housing project, including 28 units reserved for people with
14 disabilities who are eligible to receive home and community-based services (the “Project”)
15 identified as The Kelsey Civic Center (“The Kelsey Civic Center”); and

16 WHEREAS, The San Francisco Municipal Transportation Agency (“SFMTA”) plans to
17 perform transit improvements including bicycle and pedestrian improvements to Folsom Street
18 and transit improvements to Mission Street in the vicinity of the Project (the “SFMTA Work”);
19 and

20 WHEREAS, On June 3, 2021, by Notice of Final Approval of an SB 35 Project, the
21 Planning Department has determined that the development of the proposed project with a
22 ground floor community facility, met all the objective standards of the Planning Code and has
23 completed design review of the Project. The Project has been approved in accordance with
24 the provisions of SB35, as recorded in Building Permit Application No. 2021.0104.2034; the
25 Project is eligible for ministerial approval under California Government Code, Section 65913.4

1 (Senate Bills 35 and 765), California Public Resources Code, Section 21080, in conjunction
2 with the State Density Bonus Law (California Government Code Section 65913.4) and the
3 CEQA Guidelines, Sections 15002(i)(1), 15268 and 15369, and would therefore not be subject
4 to the California Environmental Quality Act (CEQA); and

5 WHEREAS, The Board of Supervisors authorized the City and County of San
6 Francisco acting by and through the Mayor's Office of Housing and Community Development
7 (the "City") to apply for AHSC Program funds and submit an Application Package as a joint
8 applicant with the Developer through Resolution No. 259-21; and

9 WHEREAS, SFMTA, MOHCD and Developer entered into a Memorandum of
10 Understanding to make commitments related to completion of the SFMTA Work on the Project
11 as included in the Application Package; and

12 WHEREAS, The grant budget includes provision for indirect costs of up to
13 \$1,390,492.80; and

14 WHEREAS, Through an award letter dated February 4, 2022, the Department made an
15 award in the total amount of \$29,269,952, which includes \$20,000,000 to be disbursed by
16 HCD as a loan to the Developer for the Project, and up to \$9,269,952 to be disbursed as a
17 grant to the City for the SFMTA Work and other transit-oriented programming and
18 improvements approved by HCD, subject to the terms and conditions of the STD 215
19 Standard Agreement ("Standard Agreement"), a copy of which is on file with the Clerk of the
20 Board of Supervisors in File No. 230064; now therefore, be it

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

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

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

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

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

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RECOMMENDED:

_____/s/_____

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



THE KELSEY CIVIC CENTER

- 240 VAN NESS AVE. -

BUDGET AND FINANCE
COMMITTEE
FEBRUARY 8, 2023

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

1

File #230063
City Ground Lease and Loan

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

2

File #230060
State Accelerator Loan

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

3

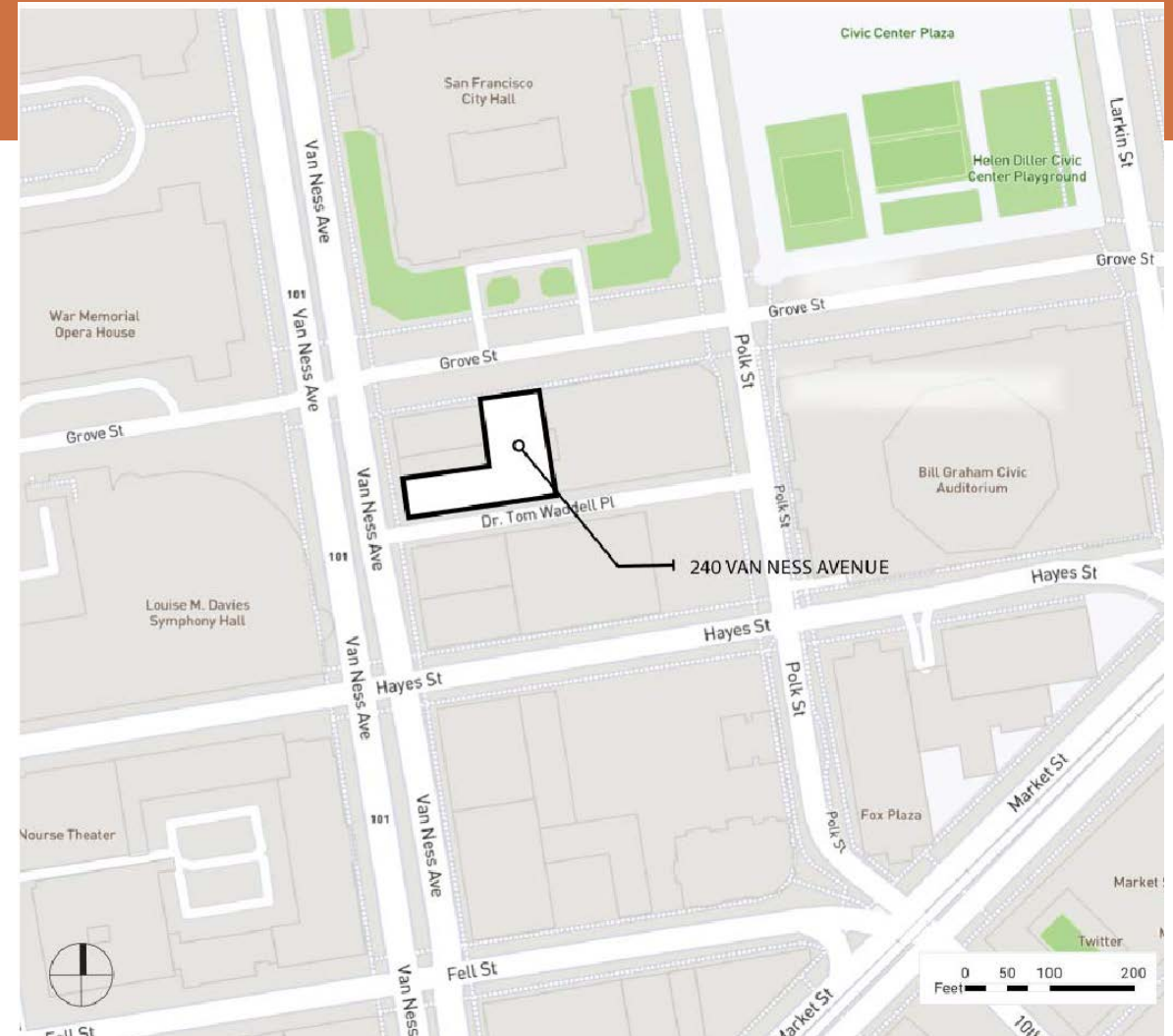
Item #230064
State AHSC Grant and Loan

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

HISTORY OF THE KELSEY CIVIC CENTER

240 Van Ness Avenue

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





PROPOSED PROJECT

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

PERMANENT FINANCING

Total Development Costs of \$88.5M

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

TIMELINE

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





MICAELA CONNERY – FOUNDER AND CEO – THE KELSEY

DOUGLAS SHOEMAKER – PRESIDENT – MERCY HOUSING CALIFORNIA

FIONA RUDDY – PROJECT MANAGER – MERCY HOUSING CALIFORNIA

ARIANA CERNIUS – SENIOR PROJECT MANAGER – THE KELSEY

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

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

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

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

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

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

Comments:

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

Lorena Guadiana
(Name)

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

Date Reviewed: December 15, 2022

Lorena Guadiana
Digitally signed by Lorena Guadiana
 DN: cn=Lorena Guadiana, o=San Francisco City and County,
 ou=Mayor's Office of Housing and Community
 Development, email=Lorena.Guadiana@sfgov.org, c=US
 Date: 2022.12.15 10:41:00 -0800

(Signature Required)

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
63E8DF912090474...

(Signature Required)

Proposed expenditures for the HCD AHSC TKCC Grant:

Agency Name	Project Description	HCD Funding Amount
The Kelsey Civic Center, L.P.	PGM (program activity): discounted residential transit passes for three years and a partnership with the ARC Center to provide workforce development opportunity to low income members of the community with developmental disabilities.	\$269,952
City and County of San Francisco	STI (sustainable transportation infrastructure): major bike and pedestrian complete streets treatments on Folsom and Howard, as well as new Bus Rapid Transit infrastructure for the Muni lines 14 and 14R. walkway on Mission Street	\$7,500,000
City and County of San Francisco	<p>TRA (transit-related amenities): Construction includes raised, parking-separated cycletrack along northbound Valencia Street between Duncan Street and Cesar Chavez Street; construction of four sidewalk bulb-outs; on-street parking reconfiguration on the eastern and western sides of Valencia Street between Cesar Chavez and Mission Streets. Improvements were coordinated with green infrastructure improvements by the SFPUC.</p> <p>Improvements includes pedestrian refuge islands, pedestrian bulbouts, continuous planted median, bidirectional green painted bicycle lanes, sidewalk widening, ADA-compliant curb ramps, transit signal priority improvements, and a red-painted transit only lane. Project includes coordination with Public Works and Public Utilities to replace older water and sewer pipes while the streetscape was under construction.</p>	\$1,500,000

TOTAL HCD: \$9,269,952

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

STD 213 (Rev. 04/2020)

21-AHSC-17000

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

11/30/2042

3. The maximum amount of this Agreement is:

\$9,269,952.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	AHSC Program Terms and Conditions	16
Exhibit E	Special Conditions	14
TOTAL NUMBER OF PAGES ATTACHED		39

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

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 Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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

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

CONTRACTOR

Mercy Housing California

a California nonprofit public benefit corporation

By: _____ Date: _____

Jennifer Dolin
Vice President

Address:

1256 Market Street
San Francisco, CA 94102

City and County of San Francisco

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

By: _____ Date: _____

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

Address:

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

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

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

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

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

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

2. Definitions

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

“Development” refers to the residential rental Affordable Housing Development described in the Application and meeting the criteria set forth in the Project Report providing the affordable housing units, as described therein, in consideration of the

Affordable Housing and Sustainable Communities (AHSC) Program

Round 6 - Grant

NOFA Date: 02/26/2021

Approved Date: 06/23/2021

Prep. Date: 06/07/2022

EXHIBIT A

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

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

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

3. **Scope of Work**

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

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

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

EXHIBIT A

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

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

A. HRI

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

B. Program Costs

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

EXHIBIT A

C. Sustainable Transportation Infrastructure

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

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

D. Transportation-Related Amenities

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

4. Criteria Applicability

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

A. GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO_{2e} over the life of the project is detailed in provision Ex. A-E.10 in Exhibit E of this Agreement. Information on this Project’s GHG scoring data can be on the SGC’s website in a document called Round 6 Data for Public Release.

EXHIBIT A

5. Performance Milestones

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

6. HCD Contract Coordinator

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

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

7. Recipient Contact Coordinator

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Sources and Uses

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

2. Contract Amount

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

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

EXHIBIT B

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

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

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

3. Other Funding Sources

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

4. Completion Dates

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

EXHIBIT B

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

5. Method of Payment

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

6. Disbursement Agreement

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

EXHIBIT B

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

SOURCES AND USES - HRI
PROJECT BUDGET

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

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

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

SOURCES AND USES - STI
PROJECT BUDGET

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

SOURCES AND USES – TRA
PROJECT BUDGET

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

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AHSC PROGRAM TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date"). The Recipient agrees that neither the construction of the Development nor the Work has commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, and as set forth in the Project Report, incorporated in this Agreement by reference subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), and in Exhibit B, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the expiration date of the Agreement. Any extension to the expiration date shall require an amendment to this Agreement.

2. Termination

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

EXHIBIT D

3. Program Grant Documents

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

4. Covenant Regarding the Development

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

- A. For rental affordable housing developments, the Covenant shall require the continuation of the affordability of the Development for a period of not less than 55 years from the date of the filing of a Notice of Completion for the Development.
- B. For homeownership affordable housing developments, the Covenant shall require the continuation of the affordability for a period of not less than 30 years from the date of a filing of a Notice of Completion for the Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.
- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Development in accordance with this Agreement.

EXHIBIT D

- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised if the Work is not timely completed, or in the event of an uncured breach of this Agreement.

5. Site Control

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

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

EXHIBIT D

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

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

6. **Appraisals**

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

7. **Relocation Plan**

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

8. **Article XXXIV**

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

9. **Environmental Conditions**

The Recipient shall provide to the Department the following:

- A. All Environmental Site Assessment (“ESA”) Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Work, in conformance with ASTM Standard Practice E 1527, evaluating whether the Work is affected by any recognized environmental conditions.

EXHIBIT D

- B. Documentation and/or a certification satisfactory to the Department that all ESA Report recommendations including remediation and/or mitigation work have been completed.
- C. Mitigation requirements required as a result of the Final Environmental Impact Report (“EIR”) or Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

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

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

11. **Litigation**

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

12. **Milestones**

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

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13. Insurance

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

14. Change of Conditions

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

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

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

16. Waivers

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

17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's performance of the Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence, or other writings relating to Recipient's relationship with entities listed

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in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department and to the extent necessary to ensure compliance with Program requirements and this Agreement.

DESIGN REQUIREMENTS

18. Architect

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

19. Plans and Specifications and Project Cost Estimates

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

20. Reasonable Development Costs

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

21. Adaptability and Accessibility

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

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22. Acoustics Report

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

23. Approval by Public Works Department

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

CONSTRUCTION REQUIREMENTS

24. Construction Contract

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

25. Contractor's Assurance of Completion

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

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26. Prevailing Wages

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

27. Construction Phase Information

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

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

28. Signage

- A. Recipient shall place signs on the construction site for the Work stating that the Department is providing financing through the Program in an appropriate

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location(s), typeface and size containing the message set forth in provision Ex. E-D.1 of Exhibit E of this Agreement.

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

INSPECTION OF GRANT ACTIVITIES

29. Site Inspection

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

30. Work Inspection

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

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

31. Audit/Retention and Inspection

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

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

COMPLETION OF CONSTRUCTION

32. Relocation Plan Implementation Report

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

33. Architect Certification

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

34. Cost Certification

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

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construction costs not representing work done under the construction contract and to make such records available for review by the Department.

35. **Recorded Notice of Completion**

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

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

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

AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS

37. **Confirmation of Permitted Housing Units**

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

REPORTING REQUIREMENTS

38. **Reports on California Climate Investments**

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

39. **Reports on Work**

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

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40. **Reports on Affordable Housing Development**

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

41. **Updated Information**

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

42. **Monitoring Requirements**

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

REPAYMENT OF GRANT FUNDS

43. **Breach of this Agreement**

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

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as

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

44. **AHSC Cross-Default Provision**

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

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

The Application's point score was based, in part, on the Project's total projected reduction of greenhouse gas (GHG) emissions. The Project components (AHD, HRI,

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STI, TRA, and PGM) that were proposed in the Application and approved by the Department must be completed in order to achieve this projected reduction of GHG emissions. By executing this Agreement, the Recipient acknowledges and agrees, that in the event the AHD component is not timely completed pursuant to Program requirements, that the Recipient will no longer qualify for the Grant award. In that event, all disbursements of Grant funds would cease, and the Recipients would be responsible for repayment of all disbursed Grant funds.

45. Departmental Cross-Default Provision

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

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

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

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PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS:

1. Project-Specific Provisions

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

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

The Project Report is dated 01/06/2022.

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

The Award Letter is dated 02/04/2022

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

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

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

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

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

240 Van Ness San Francisco, CA 94102 San Francisco County 0811-204	The Kelsey Civic Center
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Enter the number of units by bedroom size and income limit.				
# of Bedrooms	# of Project Units	AHSC Assisted Units*	Income Limit (Percent of AMI)	TOTAL RESTRICTED UNITS**
0	24	24	20%	24
0	2	2	25%	2
0	11	11	45%	11
0	10	10	55%	10
0	32	32	60%	32
2	4	4	25%	4
2	4	4	40%	4
2	9	9	45%	9
2	14	14	60%	14
2	1	0	None	0
0	1	0	None	0
Total Project Units	112	110		110

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

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

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

Housing Related Infrastructure

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

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

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N/A

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

Program Costs

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

Programs includes one discounted pass priced at no more than half of retail cost, for three years to each of the 98 restricted units. Each pass will have a minimum value of 40 average commute length rides a month. The Arc Center (a learning and achievement center for adults with developmental disabilities) will provide Employment Services at its main service hub in SoMa, onsite at participants’ job sites, and remotely via The Hub (a digital resource for learning and accessing information). Total program grant funds requested is \$269,952.

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

Sustainable Transportation Infrastructure

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

STI includes transformation of Folsom Street between 2nd and 11th Streets by making permanent infrastructure investments in Complete Streets; improving traffic safety and comfort for all users. Improvements include 1.3 miles of new westbound Class IV bikeways, upgrading eastbound bikeways to Class IV and over 3,000 feet of pedestrian sidewalk enhancements, traffic and bike signals, pedestrian street lighting, tree-lined medians, and intersection lighting for bicyclists and pedestrians, and improving transit service along 1.5 miles of the Mission Street corridor. This corridor currently serves the San Francisco Municipal Transportation Agency (SFMTA) 14 and 14R lines, as well as seven other routes including SamTrans and Golden Gate Transit routes. Improvements include installation of one outbound bus bulb at Mission Street and 4th Street. Bus bulbs are curb extensions that align the bus stop with the parking lane, allowing buses to stop and board passengers without leaving the travel lane. The STI also includes installation of red transit only lanes on Mission Street from 10th Street to 5th Street.

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

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

EXHIBIT E

Transportation-Related Amenities

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

TRA #1 Includes improvements to the Folsom Streetscape Project with installation of 8 new transit boarding islands and bus pads at each intersection along Folsom from 3rd St to 11th St, excluding 10th St. These amenity improvements at transit station waiting areas will make it more comfortable and safe for transit passengers to use this service.

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

Criteria Applicability

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

AHSC Round 6 Guidelines, Section 107 Reference	Application Score
(a) GHG Transit	5
(b) GHG Housing, Active Transportation, and Renewable Energy	4
(c) GHG Efficiency	12
(d) Active Transportation Improvements	8
(e) Green Buildings and Renewable Energy	10
(f) Housing and Transportation Collaboration	8
(g) Location Efficiency and Access to Destinations	6
(h) Funds Leveraged	4
(i) Anti-Displacement Strategies	6
(j) Local Workforce Development & Hiring Practices.	3
(k) Housing Affordability	5
(l) Programs	2
(m)Collaboration & Planning	4
(n) Community Benefits & Engagement	5
(o) Community Climate Resiliency	3
(p) Community Air Pollution Exposure Mitigation	2

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

GHG Emissions Reductions Estimate

Affordable Housing and Sustainable Communities (AHSC) Program
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 Prep. Date: 06/06/2022

EXHIBIT E

Based on the inputs in the Application, the estimated total MTCO₂e over the life of the project is 87. This information can be found on the SGC’s website in a document titled Round 6 Data for Public Release

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

Performance Milestones

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

HRI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed Development detailing the terms and conditions of the Project development.	N/A
Site Control of Development site(s) by proposed housing developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	N/A
Obtaining all necessary and discretionary public land use approvals.	N/A
Obtaining all enforceable funding commitments for at least the first phase of the Development supported by HRI.	N/A
Obtaining all enforceable funding commitments for all construction period financing for the HRI.	N/A
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.	N/A

EXHIBIT E

Submission of final construction drawings and specifications to the appropriate local building department or permitting authority.	N/A
Commencement of construction of the HRI.	N/A
Construction of HRI complete.	N/A
Program funds fully disbursed.	N/A

PGM PERFORMANCE MILESTONES	DATE
Identification and commitment of program operator and partners.	06/08/2021
Completion of a business or a work plan.	06/08/2021
Program funds fully disbursed.	07/01/2027

STI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the STI Work detailing the terms and conditions of the Project development.	
Site Control of STI site(s) by proposed developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	6/23/2021
Obtaining all necessary and discretionary public land use approvals.	N/A
Submission of final construction drawings and specifications to the appropriate local permitting authority.	N/A
Commencement of construction of STI.	12/31/2023
Construction completion of STI and closeout.	11/30/2027

EXHIBIT E

Program funds fully disbursed.	4/30/2028
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TRA PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the TRA Work detailing the terms and conditions of the Project development.	
Site Control of TRA site(s) by proposed developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	08/31/2021
Obtaining all necessary and discretionary public land use approvals.	N/A
Submission of final construction drawings and specifications to the appropriate local permitting authority.	N/A
Commencement of construction of TRA.	12/31/2023
Construction completion of TRA and closeout.	11/30/2027
Program funds fully disbursed.	4/30/2028

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

Recipient Contact Coordinator

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

Recipient:	Mercy Housing California
Authorized Representative Name:	Ramie Dare

EXHIBIT E

Authorized Representative Title:	Vice President
Address:	1256 Market Street, Ste. 200, San Francisco, CA 94102
Phone No.:	415-355-7100
Email:	rdare@mercyhousing.org

Recipient:	City and County of San Francisco
Authorized Representative Name:	Sara Amaral
Authorized Representative Title:	Director of Housing Development
Address:	1 S Van Ness Avenue, San Francisco, CA 94103
Phone No.:	(628) 652-5808
Email:	sara.amaral@sfgov.org

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

For the purposes of performing the HRI Work, as set forth in provision Ex. A-E.5 of this Exhibit E, the Department agrees to provide \$0.

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

For the purposes of performing the PGM Work, as set forth in provision Ex. A-E.6 of this Exhibit E, the Department agrees to provide \$269,952.

EXHIBIT E

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

For the purposes of performing the STI Work, as set forth in provision Ex. A-E.7 of this Exhibit E, the Department agrees to provide \$7,500,000.

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

For the purposes of performing the TRA Work, as set forth in provision Ex. A-E.8 of this Exhibit E, the Department agrees to provide \$1,500,000

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

All payees receiving Grant funds are listed below:

Payee Name	Activity	Award Amount
The City and County of San Francisco, a municipal corporation, acting by and through the Mayor's Office of Housing and Community Development	STI	\$7,500,000
The City and County of San Francisco, a municipal corporation, acting by and through the Mayor's Office of Housing and Community Development	TRA	\$1,500,000
Mercy Housing California	PGM	\$269,952

EXHIBIT E

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

SOURCES AND USES - HRI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
THE KELSEY CIVIC CENTER			MERCY HOUSING CALIFORNIA	
ESTIMATED HRI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		N/A	N/A	N/A
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		N/A	N/A	N/A

Affordable Housing and Sustainable Communities (AHSC) Program
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 Prep. Date: 06/06/2022

EXHIBIT E

TOTAL PROJECT COSTS		N/A	N/A	N/A
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Provision Ex. B-E.7 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

BUDGET AND SOURCES				
THE KELSEY CIVC CENTER			MERCY HOUSING CALIFORNIA	
ESTIMATED PROGRAM COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
SOFT COST AND OTHER PROJECT RELATED COSTS		\$		
Total Soft Cost and Other Project Related Costs		\$0	\$0	\$0
TOTAL PROGRAM COSTS		\$269,952	\$269,952	\$0

EXHIBIT E

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

SOURCES AND USES - STI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
THE KELSEY CIVIC CENTER			The City and County of San Francisco, a municipal corporation, acting by and through the Mayor's Office of Housing and Community Development	
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		\$41,257,942	\$7,500,000	\$33,757,942

EXHIBIT E

SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		\$0	\$0	\$16,587,942
TOTAL PROJECT COSTS		\$41,257,942	\$0	\$

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EXHIBIT E

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

SOURCES AND USES – TRA
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
THE KELSEY CIVIC CENTER			The City and County of San Francisco, a municipal corporation, acting by and through the Mayor’s Office of Housing and Community Development	
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		\$1,500,000	\$1,500,000	\$0
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		\$0	\$0	\$0
TOTAL PROJECT COSTS		\$1,500,000	\$1,500,000	\$1,500,000

EXHIBIT E

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

The Kelsey Civic Center

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

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

Provision Ex. D-E.2 (As Referenced in Exhibit D, section 45)

Section 45 of Exhibit D is hereby deleted in its entirety.

NOFA Round 6 (February 26, 2021)

Funding Application

Revised 4/27/21

2019-20 Cap and Trade Funding



**CALIFORNIA STRATEGIC
GROWTH COUNCIL**



**State of California
Governor Gavin Newsom**

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

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

**Gustavo Velasquez, Director
Department of Housing and Community Development (HCD)**

2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833

email: ahsc@hcd.ca.gov

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

Overview

4/27/21

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

Affordable Housing & Sustainable Communities Program (AHSC) Project Information

FAAST PIN:

47688

Project Name:	The Kelsey Civic Center	Project Area Type:	Transit Oriented Development (TOD) - §102(c)	Housing Type:	Rental
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If Project is also known under another Project name(s) or was formerly known under another name(s), enter the name(s).

N/A

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

Other HCD Program(s) Name(s):	Funding Amount	Funding Status	NOFA Date	Award Date/Expected Award Date
Infill Infrastructure Grant	\$4,739,925	Applying concurrently	5/12/21	Early October 2021

For TOD Area Types - Must include within the Project Area: an Affordable Housing Development and/or Housing Related Infrastructure Project and one other type of eligible capital Project or Program - §102(c)(3) (check all boxes that apply):

- Affordable Housing Development (AHD) - §103(a)(1)
- Housing Related Infrastructure (HRI) - §103(a)(2)
- Sustainable Transportation Infrastructure (STI) - §103(a)(3)
- Transportation-Related Amenities (TRA) - §103(a)(4)
- Program Costs (PGM) - §103(b)

Was Project awarded funds in prior AHSC rounds?	No
If Yes, which round of AHSC was it awarded?	
Is Project a phase of a previously awarded project?	No
Select Metropolitan Planning Org. or "non-MPO area" below	Metropolitan Transportation Commission (MTC)

TOD Project Area Type §102(c)

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

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

Capital Project/Program	TDC	AHSC Funds Request (min \$1M, max \$30M; STI+TRA max \$10M)	AHSC / Total AHSC	Non-AHSC Funding Commitments	Legislative Data	
Housing (AHD)	\$79,642,073	\$20,000,000	68.33%	\$55,463,185	State Assembly District:	David Chiu - 17
Housing (HRI)	\$0	\$0	0.00%		Senate District:	Scott Weiner - 11
Housing (AHD & HRI)	\$79,642,073	\$20,000,000	68.33%	\$55,463,185	Congressional District:	Nancy Pelosi - 12
Transportation (STI)	\$41,257,942	\$7,500,000	25.62%	\$33,757,942		
Transportation (TRA)	\$1,500,000	\$1,500,000	5.12%	\$0		
Programs (PGM)	\$269,952	\$269,952	0.92%	\$0		
Totals:	\$122,669,967	\$29,269,952	100.00%	\$89,221,127		

Employment Benefits & Outcomes Reporting §103(a)(1)(C)(iii), (2)(A)(iii), (3)(A)(iii), and (4)(A)(iii)

Total amount of eligible Employment Benefits and Outcomes Reporting costs not to exceed 2% of the total AHSC Program award (not included within the soft costs cap or Active Delivery Cost cap).	AHD	HRI	STI	TRA	Total Budgeted	2% Cost Cap	Overage
	\$0	\$0	\$0	\$0	\$0	\$585,399	\$0

Project Description - describe major Project components (do not exceed 700 characters)
of description characters:

This ground breaking project focuses on the themes of accessibility, sustainability, and resilience. It creates 112 units of affordable housing with 25% of the units set aside for residents with disabilities who receive home and community based services. The project also includes major bike and pedestrian complete streets treatments on Folsom and Howard, as well as new Bus Rapid Transit infrastructure for the Muni lines 14 and 14R. A partnership with the ARC Center provides workforce development opportunity to low income members of

AB-1550 Priority Populations §101

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

Project 10 digit census tract:	6075012402	Disadvantaged Community:	N/A	Low-Income Community:	Yes	Low-Income Households:	Yes
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File Name AB1550 [Applicable CARB Priority Population Benefit Criteria Tables.](#) **Uploaded to HCD?** Yes

Project Area Definition §102(a)

Description of geographical boundaries (defined by vicinity map, service area, etc.): The project area encompasses many of the major job and amenity hubs of San Francisco, including the Financial District (with over 200,000 jobs), Salesforce Tower, Union Square, South Park, The Moscone Center, and the Civic Center complex. It also includes some of the most impoverished and desperate communities like the Tenderloin and the Mission. There are abundant high quality transit options within walking distance of the AHD include the BART Civic Center station and also the 14R BRT which connects the Embarcadero to Daly City via Mission St.

File Name	Project Area Map	Items marked with (PAM) in this application must be identified on the Project Area Map (PAM). This includes Quantitative Policy Scoring worksheet Active Transportation Improvements §107(b)(1), (4) & (5) and Location Efficiency and Access to Destinations §107(e)(2). Narrative Based Policy worksheet Collaboration & Planning §107(m)(2) must also be identified on the PAM. Refer to the Project Area Mapping Guidance.	Uploaded to HCD?	Yes
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Required Project Area Components §102(a):

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

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

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

Overview										4/27/21
File Name	Transit Service Map	Transit Service Map supporting the Qualifying Transit. Quantitative Policy Scoring worksheet Active Transportation Improvements §107(b)(2) must also be identified on the Map. Refer to the Project Area Mapping Guidance.					Uploaded to HCD?	Yes		
File Name	Transit Service Schedule	All documentation transit service schedule supporting the transit service area. All transit service schedules should be uploaded to "Transit Service Schedule" as one document.					Uploaded to HCD?	Yes		
Application Threshold Requirements §106(a)										
(1) We certify the Project will achieve a reduction in GHG emissions through fewer vehicle miles traveled (VMT) pursuant to the CARB Quantification Methodology.										Yes
(2) We certify that this proposal supports implementation of the applicable Sustainable Community Strategy (SCS) or similar sustainable planning document in non-Metropolitan Planning Organization (MPO) regions and is consistent with activities or strategies identified in the regional SCS, or similar planning document that demonstrate a per capita reduction in VMT and GHG.										Yes
File Name	MPO Support Document	Document from MPO identified in cell Y9 above confirming consistency with SCS or similar sustainable planning document in non-MPO regions, per §106(a).					Uploaded to HCD?	Yes		
File Name	SCS or Equiv Regional Plan	Indicate the applicable section or elements of the SCS or equivalent regional plan detailing regional government involvement.					Uploaded to HCD?	Yes		
(3) We certify the Project is consistent with the State planning priorities established pursuant to §65041.1 of the Government Code.										Yes
(6)(A) We certify the Project will incorporate at least two Urban Greening feature as defined in Guidelines Appendix A, with dedicated maintenance for at least two years. Select two features below and include costs in budget(s). Note: Applicants must propose at least \$200,000 in reasonable direct Urban Greening costs (must complete all applicable Capital Project budgets).										Yes
Drought tolerant and native species landscaping and landscape restoration					Urban street canopy					
Urban Greening costs:	AHD:	\$40,000	HRI:	\$0	STI:	\$161,944	TRA:	\$0	Total Urban Greening costs	\$201,944
(6)(B) We certify the Project will include adequate lighting in accordance with local, state, and federal design standards and requirements for all publicly accessible components of the Project including active transportation routes and transit stations or stops.										Yes
(7) Must demonstrate a level of committed funding at time of application that is >= 0.90					\$106(a)(7) calculation:		0.96	If No, Project has insufficient funding Commitments		
Note: must complete applicable project/program worksheets (funding sources)										Ok
(10) Is application sufficiently complete to assess feasibility of application and its compliance with AHSC Program and application requirements?										Yes
(16) Does any Capital Project trigger State Reloc. Assistance Law (CA Gov Code §7260-7277)?										Yes
If Yes , provide a narrative discussion on the number of impacted households and provided relocation assistance including what actions have or will be taken to comply with State Relocation Assistance Law? If No , provide documentation supporting relocation is not required.										Yes
Commercial relocation will apply to the parcel located at 234 Van Ness Avenue. There are currently two small commercial office tenants located at 234 Van Ness, the property that is under a binding exchange agreement between the City and County of San Francisco and 234 Van Ness LLC for the creation of the parcel for the Project. Included in the application materials is a relocation plan that outlines the assistance being offered to the two commercial tenants under State Relocation Assistance Law. The developer is working with Laurin Associates to										
File Name	Reloc Plan	Applicants must provide a Relocation Plan or documentation supporting no relocation.					Uploaded to HCD?	Yes		
(17) Will the Housing Element for the jurisdiction in which Project is located be in substantial compliance by the date of award recommendation. Housing Element in substantial compliance means the local public entity's adopted housing element is in substantial compliance as demonstrated by a letter from HCD which sets forth findings that the housing element adopted within the time frames required by Gov Code §65588 includes that substance essential to every requirement of Article 10.6, commencing with Gov. Code §65580, Ch. 3 of Div. I of Title VII? Projects located on Trust Land, as defined in Appendix B(a)(1), (2), are exempt from this requirement.										Yes
File Name	Hsng Element Letter	A jurisdiction's current housing element status is obtainable thru HCD's website					Uploaded to HCD?	Yes		
(18) Climate adaptation measures are integrated into Project through the "Community Climate Resiliency" scoring in §107(m) - <i>Narrative-Based Policy worksheet</i>										Yes
(23) All Project components will meet applicable codes, including the California Building Standards Code (CCR, Title 24), which effective January 1, 2020, requires mechanical ventilation systems with high efficiency filtration of Minimum Efficiency Rating Value (MERV) 13.										Yes
(25) Project will meet the accessibility requirements specified in the TCAC regulations, as may be amended and renumbered from time to time. Exemption requests, as provided for in the TCAC regulations, must be approved in writing by HCD prior to the start of construction. Projects must also provide a preference for accessible units to persons with disabilities requiring the features of the accessible units in accordance with TCAC regulations. The applicant or Developer of the Project must ensure that any other applicable federal, state, and local accessibility requirements are met.										Yes
(26) Projects involving new construction, acquisition and Substantial Rehabilitation, or conversion of nonresidential structures to residential dwelling units will be capable of accommodating broadband service with at least a speed of 25 megabits per second for downloading and 3 megabits per second for uploading (25/3)?										Yes
Applicant Information §105										
File Name	Indian Tribe	If applicable, for all Federally recognized Indian Tribe Applicants, upload documentation to support requirements as described in Appendix B.					Uploaded to HCD?	N/A		
Will a Public Agency have a real property interest in the proposed Project §105(a)(3)? (if Yes, your application must include one of the following below)										Yes
1. Application will include the Public Agency as a joint applicant										
File Name	STI TRA Agrmnt	If applicable, an applicant may provide an executed agreement with a specific Locality or transportation agency non-applicant for the completion of STI or TRA components for which funding is sought.					Uploaded to HCD?	N/A		
AHD Developer	Will the AHD Developer be an applicant? Yes Identify the required Developer attachments below as App1.									
Developer name	Mercy Housing California				Eligibility	AHD Developer	Organization type Non-profit Public Benefit Corporation			
Address	1256 Market Street, Suite 200				City	San Francisco	State	CA	Zip	94102
Auth Rep	Barbara Gualco			Title	Vice President		Email	bgualco@mercyhousing.org		
Contact	Fiona Ruddy			Title	Project Developer		Email	fiona.ruddy@mercyhousing.org		
Address	1256 Market Street, Suite 200				City	San Francisco	State	CA	Zip	94102
File Name	App1 Cert & Legal	See Certifications & Legal worksheet.					Uploaded to HCD?	Yes		
File Name	App1 Resolution	Signature required; see Applicant Documents worksheet.					Uploaded to HCD?	Yes		
File Name	App1 OrgDoc1, OrgDoc2, etc...	See Applicant Documents worksheet.					Uploaded to HCD?	Yes		
File Name	App1 OrgChart	See Applicant Documents worksheet.					Uploaded to HCD?	Yes		
File Name	App1 Signature Block	See Applicant Documents worksheet.					Uploaded to HCD?	Yes		
File Name	App1 Payee Data Record	See Applicant Documents worksheet.					Uploaded to HCD?	Yes		
File Name	App1 FISCAL TIN Form	See Applicant Documents worksheet.					Uploaded to HCD?	Yes		
File Name	App1 Cert of Good Standing	Dated 30 days or less from the application due date.					Uploaded to HCD?	Yes		
File Name	App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.					Uploaded to HCD?	Yes		
Applicant #2										
Entity name	City and County of San Francisco				Eligibility	Locality		Organization type	Public Agency	
Address	1 S Van Ness Ave				City	San Francisco	State	CA	Zip	94103
Auth Rep	Mara Blitzer			Title	Director of Housing Development		Email	mara.blitzer@sfgov.org		
Phone (415) 350-7831										

Overview										4/27/21			
Contact	Anne Romero			Title	Senior Project Manager			Email	anne.romero@sfgov.org		Phone	(415) 203-4951	
Address	1 S Van Ness Ave				City	San Francisco		State	CA		Zip	94103	
File Name	App2 Cert & Legal			See Certifications & Legal worksheet.						Uploaded to HCD?	Yes		
File Name	App2 Resolution			Signature required; see Applicant Documents worksheet.						Uploaded to HCD?	Yes		
File Name	App2 OrgDoc1, OrgDoc2, etc...			See Applicant Documents worksheet.						Uploaded to HCD?	N/A		
File Name	App2 OrgChart			See Applicant Documents worksheet.						Uploaded to HCD?	N/A		
File Name	App2 Signature Block			See Applicant Documents worksheet.						Uploaded to HCD?	Yes		
File Name	App2 Payee Data Record			See Applicant Documents worksheet.						Uploaded to HCD?	N/A		
File Name	App2 FISCAL TIN Form			See Applicant Documents worksheet.						Uploaded to HCD?	Yes		
File Name	App2 Cert of Good Standing			Dated 30 days or less from the application due date.						Uploaded to HCD?	N/A		
File Name	App2 Tax-Exempt Status			Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.						Uploaded to HCD?	N/A		
Applicant #3 (if applicable)													
Entity name				Eligibility				Organization type					
Address					City			State			Zip		
Auth Rep				Title				Email			Phone		
Contact				Title				Email			Phone		
Address					City			State			Zip		
File Name	App3 Cert & Legal			See Certifications & Legal worksheet.						Uploaded to HCD?			
File Name	App3 Resolution			Signature required; see Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App3 OrgDoc1, OrgDoc2, etc...			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App3 OrgChart			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App3 Signature Block			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App3 Payee Data Record			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App3 FISCAL TIN Form			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App3 Cert of Good Standing			Dated 30 days or less from the application due date.						Uploaded to HCD?			
File Name	App3 Tax-Exempt Status			Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.						Uploaded to HCD?			
Applicant #4 (if applicable)													
Entity name				Eligibility				Organization type					
Address					City			State			Zip		
Auth Rep				Title				Email			Phone		
Contact				Title				Email			Phone		
Address					City			State			Zip		
File Name	App4 Cert & Legal			See Certifications & Legal worksheet.						Uploaded to HCD?			
File Name	App4 Resolution			Signature required; see Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App4 OrgDoc1, OrgDoc2, etc...			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App4 OrgChart			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App4 Signature Block			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App4 Payee Data Record			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App4 FISCAL TIN Form			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App4 Cert of Good Standing			Dated 30 days or less from the application due date.						Uploaded to HCD?			
File Name	App4 Tax-Exempt Status			Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.						Uploaded to HCD?			
Applicant #5 (if applicable)													
Entity name				Eligibility				Organization type					
Address					City			State			Zip		
Auth Rep				Title				Email			Phone		
Contact				Title				Email			Phone		
Address					City			State			Zip		
File Name	App5 Cert & Legal			See Certifications & Legal worksheet.						Uploaded to HCD?			
File Name	App5 Resolution			Signature required; see Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App5 OrgDoc1, OrgDoc2, etc...			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App5 OrgChart			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App5 Signature Block			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App5 Payee Data Record			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App5 FISCAL TIN Form			See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	App5 Cert of Good Standing			Dated 30 days or less from the application due date.						Uploaded to HCD?			
File Name	App5 Tax-Exempt Status			Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.						Uploaded to HCD?			
Development Team Contacts (provide information that is currently available)													
Owner/Borrower Entity													
Legal name	The Kelsey Civic Center, L.P.						Organization type	Limited Partnership					
Address	1256 Market Street, Suite 200				City	San Francisco		State	CA		Zip	94102	
Auth Rep	Barbara Gualco			Title	Vice President			Email	bgualco@mercyhousing.org		Phone	415-355-7100	
Contact	Fiona Ruddy			Title	Project Developer			Email	fiona.ruddy@mercyhousing.org		Phone	415-433-7160	
Address	1256 Market Street, Suite 200				City	San Francisco		State	CA		Zip	94102	
File Name	Owner Cert & Legal			See Certifications & Legal worksheet.						Uploaded to HCD?	Yes		
File Name	Owner Resolution			Signature required; see Applicant Documents worksheet.						Uploaded to HCD?	Yes		
File Name	Owner OrgDoc1, OrgDoc2, etc...			See Applicant Documents worksheet.						Uploaded to HCD?	Yes		
File Name	Owner OrgChart			See Applicant Documents worksheet.						Uploaded to HCD?	Yes		
File Name	Owner Signature Block			See Applicant Documents worksheet.						Uploaded to HCD?	Yes		
File Name	Owner Payee Data Record			See Applicant Documents worksheet.						Uploaded to HCD?	Yes		
File Name	Owner FISCAL TIN Form			See Applicant Documents worksheet.						Uploaded to HCD?	Yes		
File Name	Owner Cert of Good Standing			Dated 30 days or less from the application due date.						Uploaded to HCD?	Yes		
File Name	Owner Tax-Exempt Status			Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.						Uploaded to HCD?	Yes		
In the cell below, select an applicable controlling party to the organization type in cell AE166													
Controlling party #1 title	Managing General Partner												

Overview										4/27/21
Legal Name	Mercy Kelsey Civic Center LLC					Organization Type	Limited Liability Company			
Address	1256 Market Street, Suite 200				City	San Francisco	State	CA	Zip	94102
Auth Rep	Jennifer Dolin		Title	Vice President	Authorized Rep. Email	jdolin@mercyhousing.org		Phone	415-355-7114	
Contact	Fiona Ruddy		Title	Project Developer	Contact Email	fiona.ruddy@mercyhousing.org		Phone	415-433-7160	
Address	1256 Market Street, Suite 200				City	San Francisco	State	CA	Zip	94102
File Name	Managing General Partner Cert & Legal	See Certifications & Legal worksheet.						Uploaded to HCD?	Yes	
File Name	Managing General Partner Reso	Signature required; see Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Managing General Partner OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Managing General Partner OrgChart	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Managing General Partner Signature Block	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Managing General Partner Payee Data Record	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Managing General Partner TIN	See Applicant Documents worksheet.						Uploaded to HCD?	N/A	
File Name	Managing General Partner Cert of Good Standing	Dated 30 days or less from the application due date.						Uploaded to HCD?	Yes	
File Name	Managing General Partner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.						Uploaded to HCD?	N/A	
In the cell below, select an applicable controlling party to the organization type in cell AE166										
Controlling party #2 title		Co-General Partner								
Legal Name	The Kelsey Civic Center LLC					Organization Type	Limited Liability Company			
Address	1460 Mission Street				City	San Francisco	State	CA	Zip	94103
Auth Rep	Micaela Connery		Title	Chief Executive Officer	Authorized Rep. Email	micaela@thekelsey.org		Phone	(860) 573-7392	
Contact	Caroline Bas		Title	Chief Operating Officer	Contact Email	caroline@thekelsey.org		Phone	(415) 203-0642	
Address	1460 Mission Street				City	San Francisco	State	CA	Zip	94103
File Name	Co-General Partner Cert & Legal	See Certifications & Legal worksheet.						Uploaded to HCD?	Yes	
File Name	Co-General Partner Reso	Signature required; see Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Co-General Partner OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Co-General Partner OrgChart	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Co-General Partner Signature Block	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Co-General Partner Payee Data Record	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	Co-General Partner TIN	See Applicant Documents worksheet.						Uploaded to HCD?	N/A	
File Name	Co-General Partner Cert of Good Standing	Dated 30 days or less from the application due date.						Uploaded to HCD?	Yes	
File Name	Co-General Partner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.						Uploaded to HCD?	N/A	
In the cell below, select an applicable controlling party to the organization type in cell AE166										
Controlling party #3 title		MGP2								
Legal Name	Mercy Housing Calwest					Organization Type	Non-profit Public Benefit Corporation			
Address	1256 Market Street, Suite 200				City	San Francisco	State	CA	Zip	94102
Auth Rep	Barbara Gualco		Title	Vice President	Authorized Rep. Email	bgualco@mercyhousing.org		Phone	415-355-7100	
Contact	Fiona Ruddy		Title	Project Developer	Contact Email	fiona.ruddy@mercyhousing.org		Phone	415-355-7160	
Address	1256 Market Street, Suite 200				City	San Francisco	State	CA	Zip	94102
File Name	MGP2 Cert & Legal	See Certifications & Legal worksheet.						Uploaded to HCD?	Yes	
File Name	MGP2 Reso	Signature required; see Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	MGP2 OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	MGP2 OrgChart	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	MGP2 Signature Block	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	MGP2 Payee Data Record	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	MGP2 TIN	See Applicant Documents worksheet.						Uploaded to HCD?	N/A	
File Name	MGP2 Cert of Good Standing	Dated 30 days or less from the application due date.						Uploaded to HCD?	Yes	
File Name	MGP2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.						Uploaded to HCD?	Yes	
Transit Agency Partner (applicable to STI and TRA components)										

Overview

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Overview										4/27/21	
Legal name		San Francisco Municipal Transit Agency			Contact			Kristin Michael		Email	
Phone	415-646-2069	Address	1 S Van Ness Ave		City	San Francisco		State	CA	Zip	94103
Property Management Agent											
Legal name		Mercy Housing Management Group			Contact			Jacquie Hoffman		Email	
Phone	415-355-7124	Address	1256 Market Street, Suite 200		City	San Francisco		State	CA	Zip	94102
Financial Consultant											
Legal name		California Housing Partnership Corporation			Contact			William Wilcox		Email	
Phone	540-878-8505	Address	369 Pine Street, Suite 300		City	San Francisco		State	CA	Zip	94104
Primary Service Provider											
Legal name		Mercy Housing California			Contact			Samantha Hogg		Email	
Phone	415-355-7120	Address	1256 Market Street, Suite 200		City	San Francisco		State	CA	Zip	94102
Borrower Legal Counsel											
Legal name		Gubb & Barshay LLP			Contact			Evan Gross		Email	
Phone	415-781-6600 x 6	Address	505 14th Street, Suite 450		City	Oakland		State	CA	Zip	94612
General Contractor											
Legal name		Cahill Contractors LLC			Contact			Arash Baradaran		Email	
Phone	(415) 677-0628	Address	425 California Street, Suite 2200		City	San Francisco		State	CA	Zip	94104
Architect											
Legal name		Santos Prescott and Associates			Contact			Bruce Prescott		Email	
Phone	415-908-3767	Address	725 Clementina Street		City	San Francisco		State	CA	Zip	94103
Development Funding Source											
Legal name		San Francisco Mayor's Office of Housing and Community Development			Contact			Anne Romero		Email	
Phone	415-203-4951	Address	1 S Van Ness Ave		City	San Francisco		State	CA	Zip	94103
Development Funding Source											
Legal name		JPMorgan Chase Bank, N.A.			Contact			James Vossoughi		Email	
Phone	(860) 573-7392	Address	560 Mission Street, 3rd Floor		City	San Francisco		State	CA	Zip	94105
Development Funding Source											
Legal name		Mercy Housing California			Contact			Barbara Gualco		Email	
Phone	415-355-7100	Address	1256 Market Street, Suite 200		City	San Francisco		State	CA	Zip	94102
Development Funding Source											
Legal name					Contact					Email	
Phone		Address			City			State		Zip	
Development Funding Source											
Legal name					Contact					Email	
Phone		Address			City			State		Zip	
Rent/Operating Subsidy Source											
Legal name					Contact					Email	
Phone		Address			City			State		Zip	
Rent/Operating Subsidy Source											
Legal name					Contact					Email	
Phone		Address			City			State		Zip	

Required Applicant Documentation

4/27/21

Certifications & Legal Disclosure

A completed and signed Certification is required for each Joint Applicant. Each Joint Applicant must sign an individual Certification form. A completed and signed Legal Disclosure is also required for each Joint Applicant. The hard copy Certifications & Legal Disclosure should be submitted with the application as detailed in the NOFA.

Resolutions

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

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

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

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

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

Organizational Documents

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

Submit organizational documents supporting the Resolution submitted with the application.

Corporation organizational documents

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

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

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

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

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

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

Certificate of Good Standing certified by Secretary of State.

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

Limited Liability Company organizational documents

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

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

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

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

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

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

Certificate of Good Standing certified by Secretary of State.

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

Limited Partnership organizational documents

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

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

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

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

Certificate of Good Standing certified by Secretary of State.

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

Organizational Chart

The Organizational chart must depict the organizational structure of the entities in relation to the applicant.

Signature Block

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

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

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

Certification & Legal Disclosure

4/27/21

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

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

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4. As of the date of application, the Project, or the real property on which the Project is proposed (Property) is not party to or the subject of any claim or action at the State or Federal appellate level.

5. I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project. In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Printed Name	Title of Signatory	Signature	Date

Legal Disclosure

For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the project. In addition to each of these entities themselves, the term "applicant" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement.

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

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

Exceptions:

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

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

Civil Matters

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

Criminal Matters

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

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

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

1) Sponsor/Developer Experience

Mercy Housing California (MHC) is the lead developer for the AHD. MHC was incorporated in 1988 as the California affiliate of Mercy Housing, Inc (MHI) and is one of the largest affordable housing developers in California in terms of staff, capacity, annual budget, and units controlled, providing affordable homes and services to people in need, touching more than 19,600 lives every day. The Mission of Mercy Housing is to create stable, vibrant and healthy communities by developing, financing and operating affordable, program-enriched housing for families, seniors and people with special needs who lack the economic resources to access quality, safe housing opportunities. MHC owns and operates over 9,000 affordable homes across 130 properties located throughout California, with 52% of our properties located in the Bay Area. MHC's portfolio consists of 50% family, 34% senior and 17% supportive housing (individuals with special needs, including homeless veterans, former foster children, people living with HIV/AIDS and mental health challenges). The median annual income for a Mercy Housing California family household is \$17,000, compared to a median income of \$82,000 for California households generally. For residents in our senior and special needs housing, the median household income is just \$11,000 annually-- half the median annual income for all seniors in California. The Kelsey is the co-developer for the AHD. The Kelsey is a nonprofit that advances development of affordable, inclusive community housing. The Kelsey centers the perspectives of people with disabilities to inform better housing policies, design standards, and development strategies, and

2) Topography and Special Site Features

The site is relatively flat with no notable topography.

3) Proposed Tenant Poplulation

The AHD will include 112 units of housing with 25% of units (28 units) set aside for households with disabilities who receive home and community based services (HCBS). These units will be reserved at the lowest income levels (15% and 20% of TCAC AMI). The remaining 70 restricted units will be reserved for general population households. We anticipate a significant number of children will live in the building, as 32 of the units are 2br. The AHD will include two on-sie manager's units.

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

Final Parcel: The developer has an Option to Ground lease executed with The City and County of San Francisco. The developer has submitted a lot line adjustment application to the City and County of San Francisco Bureau of Streets and Mapping. The lot line adjustment application has been approved, pending demolition of an existing building. The developer anticipates receiving a final map in January 2022. The City and County of San Francisco have executed a binding Exchange Agreement with the private landowners (234 Van Ness LLC). The steps necessary to assemble the parcels are fully within the control of the applicant and that the City (given its binding Exchange Agreement) fully has site control in order to grant the applicant a binding Option to Ground Lease (the AHSC Site Control document).

Relocation: One of the existing parcels on the parcel includes a commercial building with two commercial office tenants. The developers are working with Laurin Associates to conform with relocation law and provide relocation benefits and services to the tenants. Elsewhere in this application is a relocation plan.

5) Demolition, if applicable

In advance of positive construction demolition of existing three structures is required to assemble the site. Demolition is anticipated to begin in October 2021, with a final sign-off on demolition occurring January 2022. The structures to be demolished are: 155 Grove St. (this building is currently owned by the City and County of San Francisco, it is vacant and red-tagged), 240 Van Ness Ave. (this building is currently owned by the City and Contry of San Francisco, it is vacant), and 234 Van Ness Ave (this property is under a binding Exchange Agreement with the City and County of San Francisco. It has two commercial tenants, whose relocation needs have been detailed above). A lead and asbestos report has been completed, the buildings will be abated in advance of demolition and monitored by the San Francisco Department of Public Health.

6) Rehabilitation, if applicable

N/A

7) Will Prevailing Wage be paid

Yes, San Francisco Local Hiring Policy for Construction (Chapter 6.22(g) of the San Francisco Administrative Code) requires paying workers the correct prevailing wage rates for each craft, classification and type of work performed.

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

Project Name	Description (include: descriptive information such as on-site resident or community amenities, climate adaptive features, and resources in the immediate vicinity)	Address	City	Zip	County	Lat.	Log.	Census Tracts	APNs
AHD	The Kelsey Civic Center The project will consist of 98 affordable housing units plus 12 unrestricted units, and two (2) staff units, for a total of 112 units. The affordable housing units will be 100% rental affordable housing regulated by the City's Mayor's Office of Housing and Community Development and the California Tax Credit Allocation Committee for households making from 20%-95% of SF AML. The project will serve San Franciscans of all abilities, with 25% of apartments set aside for residents with disabilities who use home and	240 Van Ness	San Francisco	94102	San Francisco	37.778	-122.41944	6075012402	0811-018
									0811-019
									0811-021
									0811-016
HRI									

AHD Information:		Area	Unit Count	Building Count		Elevator Count		Density Project Type		
Land Area	Acres	0.32	Units/Acre	350	# of Bldgs	1	# of Elevators	2	Mixed Use Project <i>MU</i>	
Residential Rental	sq. ft.	85,843	# of Units	112	# of Bldgs		# of Elevators			
Homeownership	sq. ft.	0	# of Units	0	# of Bldgs		# of Elevators			
Commercial	sq. ft.	1,350	# of Units/Spaces		# of Bldgs		# of Elevators			
Residntl Non-Rental	sq. ft.	0	# of Units/Spaces		# of Bldgs		# of Elevators			
Other (Mixed Use)	sq. ft.	0	# of Units/Spaces		# of Bldgs		# of Elevators		Multiple Parcels Contiguous	
Number of car share parking spaces		0		Number of electric vehicle charging parking spaces		0		Number of uncovered guest parking spaces		0
# of car parking spaces		0		Parking ratio: car spaces/total units		0:1		Total # of bicycle parking spaces		56
				Parking ratio: bicycle spaces/total units						1:2
Is the AHD a scattered site project? §103(a)(1)(B)(ii) <input type="checkbox"/> No										

AHD Capital Projects §103(a)(1)										
(A)(i) Select from the dropdown menu one or more of the following qualified AHD development types related to your Project			New construction							Ok
(A)(ii) The AHD must be located within a half mile from a Transit Station/Stop that meets Project Area transit requirements per §102(c) or (d). AHD distance from Transit Station/Stop 0.1 Miles Ok										
(A)(iii) Must include at least 20% of the total residential units as Affordable Units (must complete "Max Funds & Unit Mix" worksheet). Ok										
(A)(iii) Must have an overall average affordability of all Project's Restricted Units of no greater than 50% represented by AMI (must complete "Max Funds & Unit Mix" worksheet). Yes										
Extremely Low Income (ELI) 15-30% AMI units		30		Very Low Income (VLI) 31-50% AMI units		24		(iii) % Affordable units		88%
Affordability:		Rental		43%		HO		0%		Ok
(A)(iv)(a) Must meet minimum Net Density requirements upon completion of the AHD. Ok										

Total Sites Area in Square Feet		13,939		Total Buildings Floor Area in Sq. Feet		87,193		(iv) Calculated Floor Area:		Ok
(Less Qualified* Square Feet Deductions):				(Less Excluded Areas in Square Feet):				(iv) Calculated Net Density:		Ok
Dedicated streets	0	Mechanical Space	1,445	*NOTE: The following are NOT qualified as site deductions: Utility Easements, Off-street parking, setbacks, private drives and walkways, Landscaping, Common Areas and Facilities, Drainage Facilities (exclusive to a development) and Other mitigation space required for development.						
Sidewalks	0	Cellar space	0							
Parks	0	Floor space in open balconies	275							
Open Space	3,607	Enclosed parking	0							
Other		Elevator or stair bulkheads	0							
Net Site Area-acres	0.24	Net Site Square Feet	10,332	Net Building Square Feet	85,473					

File Name	Net Density Verification	Letter and sealed site map certified by a California State-licensed professional (e.g., an engineer, surveyor, or landscape architect) confirming the net density.						Uploaded to HCD?	Yes
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(A)(iv)(b) - Only applicable to Acquisition and Substantial Rehabilitation Projects			N/A	If cell at left is "Yes" meaning AHD results in less units or lower affordability %, are reductions to meet building code requirements?				N/A
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Prior to rehab - existing # of units	AHD Project units	112	Prior to rehab - percentage of total affordable	AHD percentage of total affordability	88%
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(A)(v) Must supply one Secure Overnight Bicycle Parking Spots per every two units (describe below, Secure Overnight Bicycle Parking proposed including a description of how bicycles are secured (i.e., bike locker, bike building, etc.)) # of Secure Overnight Bicycle Parking spots at AHD 56 Ok

The project will contain 56 secure overnight bicycle parking spots in a completely enclosed area that is accessible to residents only. The bicycle parking will protect the bicycles from inclement weather. The racks will allow for the bicycle frame to be secured to the bicycle rack at two points

(E) Does your AHD Capital Project include multiple AHDs with an AHD receiving 4% low-income housing tax credits, and another receiving 9% low-income housing tax credits?	No	If Yes, this constitutes two separate and independent projects, each of which must submit an entirely separate HCD application and qualify independently of the other.
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AHD Project Amenities										
Number of laundry rooms	2	Gated site entry	Yes	Community room	Yes	Picnic/BBQ area	Yes	Secure Parcel Lockers	Yes	
Fitness room	No	Building card key	Yes	Community kitchen	Yes	Tot lot or playground	No	Other amenity (specify)		
Swimming pool	No	Security patrol	No	Computer room	No	Sports/tennis court	No	Other amenity (specify)		
Jacuzzi/Sauna	No	Security cameras	Yes	High speed internet	Yes	Roof Deck	Yes	Other amenity (specify)		

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

AHD Eligible Costs §103(a)(1)(C) and Ineligible Costs §103(c)			
§103(a)(1)(C)(ii) The total amount of eligible AHD soft costs cannot exceed 10% of the total AHSC Program award.	Budgeted	Cost Cap	Overage
	\$0	\$2,926,995	\$0
			OK

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

Yes

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

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

File Name	Cap Improvements Req	Documentation from a Locality, transit agency or special district that capital improvements are required	Uploaded to HCD?	N/A
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	Budgeted	Cost Cap	Overage	
(ii) Total amount of eligible HRI soft costs cannot exceed 10% of the total AHSC Program award.	\$0	\$2,926,995	\$0	Ok
(iv) Total amount of eligible environmental remediation costs cannot exceed 50% of the total AHSC HRI grant funds.	\$0	\$0	\$0	Ok
(v) Total amount of eligible real property acquisition of the HRI Project site and associated fees cannot exceed 10% of the total AHSC Program award.	\$0	\$2,926,995	\$0	Ok
(vi) Total amount of eligible impact fees cannot exceed 15% of the total AHSC Program award up to \$300,000.	\$0	\$300,000	\$0	Ok

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

HRI Grant Terms §104(c)

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

AHD Threshold §106(a)

(4) Describe how AHD provides free transit passes, reloadable transit cards or discounted passes priced at no more than half of retail cost.
 Each restricted unit will be provided with one (1) discounted pass priced at no more than half of retail cost, for at least three years. Each card or pass will have a minimum value of 40 average commute length rides a month as determined by the transit agency.

Number of passes or cards that will be provided: Is there at least one pass per restricted unit? Yes Type of transit passes provided:

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

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

NEPA: Is Federal funding proposed that will trigger NEPA requirements? No If Yes, enter date of "Authority to Use Grant Funds"

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

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.
 The project is CEQA exempt under SB-35 affordable housing streamlined approval dated June 3, 2021.

File Name **AHD Environmental** Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption. Uploaded to HCD? Yes

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

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

Agency / Issuer	Land Use Approval Date	Approval Type	Comments
San Francisco Planning	6/3/21	Other	SB-35 Notice of Final Approval

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

File Name **AHD Market Study** Provide a completed market study prepared within one year of the application due date. Uploaded to HCD? Yes

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

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

If leasehold estate: Rent based on restricted land value? No Is acquisition cost \$0 in AHD Dev. Yes Prepaid lease loan used? If so answer (a-c) No

(a) Funding amount based on the Present Value of lease payments? (b) Lender requesting Residual Receipts (not permissible) No (c) Has loan amount been entered as a finance cost?

Describe any special site-control circumstances.

The developer has executed an enforceable Option to Ground Lease for a portion of the site currently owned by the City and County of San Francisco. The steps necessary to assemble the parcels are fully within the control of the applicant. The City given its binding Exchange Agreement fully has site control in order to grant the applicant a binding Option to Ground Lease.

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

File Name **AHD Preliminary Title Report** PTR, that is no more than 6 months old for the AHD Project. Uploaded to HCD? Yes

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

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

	AHD Past Project #1	AHD Past Project #2
Project Name	1180 Fourth Street	1100 Ocean Avenue Apartments
Development Entity	Mercy Housing California	Mercy Housing California and Bernal Heights Neighborhood Center
Completion Date	6/1/14	10/1/15
Project Tenure	Rental	Rental

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Number of units	150	57		
Units per Acre	110.67	120.33		
Commercial (square feet)	11,000	6,500		
Brief Description (e.g. number of units, population served, etc.)	1180 Fourth Street includes 1, 2, and 3 bedroom units for families; residential common areas including a large community room and smaller lounges; 2 designated family day care units; and several open spaces for recreation. The project includes 124 units for low income families below 50% AMI and 25 units for extremely low income, formerly homeless households. Episcopal Community Services provides supportive services on-site.		1100 Ocean Avenue Apartments is located in the transit rich Ingleside neighborhood and adjacent to City College of San Francisco. Of the 72 units, 25 are set aside for transition-age youth (TAY), young adults who have recently aged out of the foster care system and the remaining units are for general population families. There are 18 one-bedrooms, 18 studios, 21 two bedrooms, and 14 three bedroom apartments including the manager's unit.	
File Name	Past Exp AHD1, Past Exp AHD2	Certificates of Occupancy for two recently completed affordable housing developments.	Uploaded to HCD?	Yes
(13) We certify as of the application date, the applicants or the AHD real property is not party to or the subject of any claim or action in the state or federal courts.				
(14) We certify that construction of the AHD Project has not commenced as of the application deadline set forth in the NOFA.				
(19) The AHD will not result in the loss or conversion of agricultural or other working lands, or natural resource lands for other uses according to the Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) website?				
If "Yes", provide documentation the AHD site is not within land designated as agricultural land per the FMMP tool.				
File Name	AHD No Ag	Demonstrate the AHD site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes
If "No", demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A):				
File Name	AHD Ag Infill	Applicants seeking an exemption to the FMMP determination must demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A).	Uploaded to HCD?	N/A
(20)(A) We certify the AHD meets the underwriting standards in Uniform Multifamily Regulations §8300 - §8316 and Multifamily Housing Program Guidelines §7312.				
(20)(B) We certify the AHD is infeasible without AHSC Program funds, and other committed funds are not and will not be supplanted by AHSC Program funds.				
(20)(C) If the AHD involves new construction or Substantial Rehabilitation and requires the demolition of existing residential units, it is only eligible if the number of bedrooms in the new Project is at least equal to the number of bedrooms in the demolished structures, with equal or greater affordability. The new affordable units may exist on separate parcels provided all parcels are part of the same Project meeting the requirements of UMR 8303(b).				
New Construction or Substantial Rehabilitation Project: is demolition of existing residential required (only eligible if the number of bedrooms in the new Project is at least equal to the total number of bedrooms in the demolished structures)?				
	No			
(20)(D) If the AHD and/or HRI involves the demolition of existing units that are affordable to lower-income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residents. Explain below how this requirement is satisfied. If not applicable, indicate "N/A" below.				
(20)(E) We certify the proposed AHD is consistent with State and Federal Fair Housing requirements including duties to affirmatively further fair housing (explain below).				
The proposed AHD will fully support the principles of the Fair Housing Act by prohibiting discrimination in the rental of dwellings, and other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the				
HRI Threshold §106(a) (if applying for AHSC HRI funding)				
(8) For the HRI, can you provide documentation of completion and approval or adoption of all necessary environmental clearances including those required under the CEQA and if applicable, NEPA, and all applicable time periods for filing appeals or lawsuits have lapsed within 30 days of the application due date with lawsuits or appeals filed?				
NEPA:	Is Federal funding proposed that will trigger NEPA requirements?		If Yes, enter date of "Authority to Use Grant Funds"	
CEQA:	Project approved "by-right"?	Is Project Categorically Exempt?	Negative Declaration date	Final EIR date
Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.				
File Name	HRI Environmental	Copy of all environmental reports and clearances (e.g. EIR, Phase 1 Notice of Exemption).	Uploaded to HCD?	N/A
File Name	HRI Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.	Uploaded to HCD?	N/A
(9) If applicable, provide a listing and status of all discretionary local land use entitlements and permits, excluding design review, required to complete the HRI Project that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents.				
Agency / Issuer	Land Use Approval Date	Approval Type	Comments	
(10) Does the Market study demonstrate Project is financially feasible (HRI requires a market study only if not using AHSC funds for AHD)? A market study that meets the requirements specified in TCAC Regs §10322(h)(10) will be accepted by HCD.				
File Name	HRI Market Study	Completed market study prepared within one year of the application due date.	Uploaded to HCD?	
(11) Does applicant or Developer of Project have Site Control for HRI Project? If yes, enter site control form and the most recent execution date below (See Site Control Appendix A)				
Form of site control (See Site Control in Appendix A)		Most recent document execution date		
If leasehold estate:	Rent based on restricted land value?	Is acquisition cost \$0 in Dev. Budget?	Prepaid lease loan used? If so answer (a-c)	
(a) Funding amount based on the Present Value of lease payments?		(b) Lender requesting Res. Receipts (not permissible)	(c) Has loan amount been entered as a finance cost?	
Describe any special site control circumstances.				
File Name	HRI Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	N/A
(12) Applicants must demonstrate prior experience by providing evidence of two prior HRI projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant during the ten years preceding the application due date.				
(12) Which applicant demonstrates the prior experience noted below:				
	HRI Past Project #1		HRI Past Project #2	
Project Name				
Development Entity				
Completion Date				
Project Tenure				
Number of units				

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Units per Acre				
Commercial (square feet)				
Brief Description (e.g. number of units, population served, etc.)				
File Name	Past Exp HRI1, Past Exp HRI2	Certificates of Occupancy for two recently completed affordable housing developments.	Uploaded to HCD?	N/A
(13) We certify as of the application date, the applicants or the HRI real property is not party to or the subject of any claim or action in the state or federal courts.				
(14) We certify that construction of the HRI Project has not commenced as of the application deadline set forth in the NOFA.				
(19) The HRI Project will not result in the loss or conversion of agricultural or other working lands, or natural resource lands for other uses according the Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) website?				
If "Yes", provide documentation the HRI Project site is not within land designated as agricultural land per the FMMP tool.				
File Name	HRI No Ag	Demonstrate the HRI site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	N/A
If "No", demonstrate that the HRI Project site qualifies as an Infill Site (as defined in Appendix A):				
File Name	HRI Ag Infill	Demonstrate that HRI Project site qualifies as an Infill Site (as defined in Appendix A).	Uploaded to HCD?	N/A
(20)(B) We certify the HRI is infeasible without AHSC Program funds, and other committed funds are not and will not be supplanted by AHSC Program funds.				
(20)(C) If the AHD Project involves involving new construction or Substantial Rehabilitation and requiring the demolition of existing residential units are eligible only if the number of bedrooms in the new Project is at least equal to the number of bedrooms in the demolished structures, with equal or greater affordability. The new affordable units may exist on separate parcels provided all parcels are part of the same Project meeting the requirements of UMR 8303(b). Explain below how this requirement is satisfied in the replacement affordable housing development. If the Project does not involve demolition of existing affordable units, indicate "N/A" below.				
(20)(D) We certify the proposed AHD is consistent with State & Federal Fair Housing requirements including duties to affirmatively further fair housing (explain below).				
(20)(E) If approval by a local public works department, or other responsible local agency is required for the Project, provide document below. I certify that the HRI improvements are consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.				
File Name	HRI Local Approvals	Statement from entity indicating the HRI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.	Uploaded to HCD?	N/A
Article XXXIV Authority				
<i>Article XXXIV opinion letters submitted to HCD must demonstrate the applicant has considered both the legal requirements of Article XXXIV and the Project's relevant facts (e.g., the state public body lenders, the number of low income restricted units, and the general content of any regulatory restrictions). Any conclusion that a project is exempt from Article XXXIV must be supported by specific facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law. Prior to the execution of the HCD Standard Agreement, Applicant must deliver to HCD satisfactory evidence that the Article XXXIV requirements of the California Constitution have been satisfied or are inapplicable.</i>				
File Name	Article XXXIV Attorney Opinion	Demonstrate legal requirements of Article XXXIV and relevant Project facts have been considered.	Uploaded to HCD?	N/A
Does the locality have sufficient Article XXXIV Authority to accommodate the Project? (If Project doesn't have Article XXXIV authority, AHSC may be limited to restricting no more than 49% of the total units.)	Yes	If yes, document Article XXXIV Project authority. May be done by providing info from appropriate local government official that voters passed a specific project referendum or a blanket referendum has been passed and the locality has allocated sufficient Article XXXIV authority to Project.		
File Name	Article XXXIV Authority	Copy of document providing Authority.	Uploaded to HCD?	Yes

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Tax Credits

Select appropriate entry for each item:

Project Tax Credit Type	4%	Federal	Yes	Proposed equity investor contribution (\$)	\$36,334,401	Anticipated tax credit factor	\$0.9400	App rate	4.00%
		State	No	Proposed equity investor contribution (\$)	N/A	Anticipated tax credit factor		App rate	
Timeframe for applying for 4% Tax Credits		Proposed month	February	Proposed year	2022				
If already awarded, date of the Tax Credit Reservation									

File Name	Tax Credit Reservation	If the Project has already received a tax credit reservation, upload documentation.					Uploaded to HCD?	N/A
Does or will the senior debt and loan agreement comply with HCD's Multifamily Housing Program Regulations §7308, including the priority order of payments from cash flow?								Yes
Does or will the junior debt and loan agreement comply with HCD's Multifamily Housing Program Regulations §7308, including the priority order of payments from cash flow?								
Are there any cost sharing agreements?	No	If there is commercial space not eligible to be funded by AHSC, is cost allocation based on total development cost?					Yes	If no, on what?
What covenants or regulatory agreements are already on title?								
What covenants or regulatory agreements are anticipated?				SB-35 Regulatory Agreement and Notice of Special Restrictions				

Milestones

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

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

Capital Project Milestone Schedule	AHD Date	HRI Date
Executed binding agreement between the Sponsor and developer of the proposed Affordable Housing Development detailing the terms and conditions of the Project.	5/9/21	
Site Control of Affordable Housing Development site(s) by proposed housing developer.	6/3/21	
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	1/28/21	
Obtaining all necessary and discretionary public land use approvals.	6/3/21	
Obtaining all enforceable funding commitments for at least the first phase of the Housing Development supported by the infrastructure Project.	5/21/21	
Obtaining all enforceable funding commitments for all construction period financing.	4/15/22	
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	7/15/22	
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	1/31/22	
Commencement of construction.	9/15/22	
Construction complete and the filing of the Notice of Completion.	5/1/24	
Program funds fully disbursed.	2/15/25	
<i>Have all milestone dates been entered above?</i>	Yes	N/A

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Construction Period Sources of Funds													
*Deferred Costs are part of a threshold calculation-Overview worksheet §106(a)(7). You must identify all Deferred Costs in columns O and P. Deferred Costs are defined in Appendix A(p): "costs deferred at construction loan closing, including but not limited to: capitalized reserves, loan fees, syndication costs, legal, accounting, audit, consultant fees, and developer fees paid from operating cashflow."													
Committed by Application Due Date?	AHD vs HRI Source	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate	Required Payment	Loan Term (months)	Residential Amount	Commercial Amount	*Details of Deferred Costs		
											Amount	Description	
1		HRI	AHSC HRI Grant	State-HCD									
2		AHD	Tax Exempt Construction Loan	Private	1	\$41,153,241	4.20%	Interest Only	30	\$41,153,241		\$289,640	Permanent Loan Related Lender Costs and Cost of
3		AHD	Conventional Construction Loan	Private	1	\$13,635,140	4.40%	Interest Only	30	\$13,635,140		\$45,920	TCAC Fees at Permanent Conversion
4	No	AHD	HCD IIG	State-HCD	3	\$4,739,926	3.00%	Deferred	30	\$4,739,926			
5	Yes	AHD	SF MOHCD Gap Loan	Local	2	\$13,000,000	3.00%	Deferred	30	\$11,858,260	\$1,141,740	\$836,020	Operating Reserve
6										\$0			
7												\$1,955,000	Developer fee paid at perm conversion
8													
9												\$914,784	Deferred Developer Fee
10													
11													
12													
13		AHD	*Deferred Costs (enter details at right)			\$4,041,364							
14	Yes	AHD	Equity Investor	TBD		\$3,633,440				\$3,633,440			
					TOTALS	\$80,203,111				\$75,020,007	\$1,141,740	\$4,041,364	

Permanent Sources of Funds																
#	Committed by Application Due Date?	AHD vs HRI Source	Source Name See cell comments for Deferred Dev. Fee; list in lien priority order	Source Type	Lien No.	Amount	Interest Rate		Amortization Period (yrs.)	Repayment Terms		Required Residential Debt Service	Required Commercial Debt Service	Residential Amount	Commercial Amount	Balloon?
							Rate	Type		Type	Due in (yrs)					
1		HRI	AHSC HRI Grant	State-HCD												
2		AHD	AHSC AHD Funding	State-HCD	2	\$20,000,000	3.00%	Fixed for Term	55	Residual Receipts	55	\$84,000		\$20,000,000		No
3		AHD	Tax-Exempt Bond Loan													
4	Yes	AHD	Conventional Permanent Loan	Private	1	\$5,214,000	4.57%	Fixed for Term	17	Amortized with Call	35	\$441,675		\$5,214,000		Yes
5	No	AHD	HCD IIG	State-HCD	4	\$4,739,926	3.00%	Fixed for Term	55	Deferred	55	\$0		\$4,739,926		No
6	Yes	AHD	SF MOHCD Gap Loan	Local	3	\$13,000,000	3.00%	Fixed for Term	55	Residual Receipts	55	\$0		\$11,858,260	\$1,141,740	No
7	Yes	AHD	Deferred Developer Fee	Other	n/a	\$914,784	0.00%							\$914,784		
8																
9																
10																
11																
12																
13																
14																
15																
16	Yes	AHD	Equity Investor:	TBD		\$36,334,401								\$36,334,401		
			Total Permanent Funding Sources Amount			\$80,203,111										
			Total Committed Non-AHSC AHD & HRI Funds			\$55,463,185	\$19,128,784	<§107(f) Total Committed Non-AHSC AHD & HRI Funds								
												\$525,675	\$0	\$79,061,371	\$1,141,740	

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

File Name: EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc. Documentation for the 3 non-TCAC & non-AHSC AHD & HRI funding commitments. Uploaded to HCD? Yes

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

Construction costs include demolition of two existing buildings as well as San Francisco prevailing wage.

AHD Development Budget

4/27/21

DEVELOPMENT COST	Total Project Costs	Residential Costs	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
LAND COST/ACQUISITION						
Land Cost or Value	\$0					
Demolition	\$561,038	\$561,038				
Legal	\$10,000	\$9,846	\$154			
Land Lease Rent Prepayment	\$0					
Total Land Cost or Value	\$571,038	\$570,884	\$154			
Existing Improvements Cost or Value	\$0					
Off-Site Improvements	\$0					
Total Acquisition Cost	\$0	\$0	\$0		\$0	
Total Land Cost / Acquisition Cost	\$571,038	\$570,884	\$154			
Predevelopment Interest/Holding Cost	\$0					
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	\$0					
Excess Purchase Price Over Appraisal	\$0					
REHABILITATION						
Site Work	\$0					
Structures	\$0					
General Requirements	\$0					
Contractor Overhead	\$0					
Contractor Profit	\$0					
Prevailing Wages	\$0					
General Liability Insurance	\$0					
Urban Greening	\$0					
Other Rehabilitation: (Specify)	\$0					
Other Rehabilitation: (Specify)	\$0					
Other Rehabilitation: (Specify)	\$0					
Total Rehabilitation Costs	\$0	\$0	\$0	\$0	\$0	
Total Relocation Expenses	\$0					
NEW CONSTRUCTION						
Site Work	\$1,647,864	\$1,621,883	\$25,981	\$1,069,481		
Structures	\$53,420,825	\$52,589,880	\$830,945	\$52,589,880		
General Requirements	\$2,159,194	\$2,125,957	\$33,237	\$2,125,957		
Contractor Overhead	\$1,682,354	\$1,656,457	\$25,897	\$1,656,457		
Contractor Profit	\$1,682,354	\$1,656,457	\$25,897	\$1,656,457		
Prevailing Wages	\$0					
General Liability Insurance	\$0					
Urban Greening	\$40,000	\$40,000		\$40,000		
Other New Construction: (Specify)	\$0					
Other New Construction: (Specify)	\$0					
Other New Construction: (Specify)	\$0					
Total New Construction Costs	\$60,632,590	\$59,690,634	\$941,956	\$59,138,232	\$0	
ARCHITECTURAL FEES						
Design	\$2,648,025	\$2,607,264	\$40,761	\$2,607,264		
Supervision	\$0					
Total Architectural Costs	\$2,648,025	\$2,607,264	\$40,761	\$2,607,264	\$0	
Total Survey & Engineering	\$574,310	\$565,470	\$8,840	\$565,470		
CONSTRUCTION INTEREST & FEES						
Construction Loan Interest	\$3,624,718	\$3,617,023	\$7,695	\$1,584,400		Only construction loan interest in the pre-PIS phase is eligible and thus a portion of the construction loan interest is not included in basis. There are similar calculations for the origination fee.
Origination Fee	\$410,913	\$410,913		\$235,675		
Credit Enhancement/Application Fee	\$0					
Bond Premium	\$0					
Cost of Issuance	\$467,210	\$467,210				
Title & Recording	\$125,000	\$123,076	\$1,924	\$123,076		
Taxes	\$0					
Insurance	\$750,000	\$738,455	\$11,545	\$738,455		
Employment Reporting	\$0					
Other Construction Int. & Fees: (Specify)	\$0					
Other Construction Int. & Fees: (Specify)	\$0					
Total Construction Interest & Fees	\$5,377,841	\$5,356,677	\$21,164	\$2,681,606	\$0	
PERMANENT FINANCING						
Loan Origination Fee	\$52,140	\$52,140				
Credit Enhancement/Application Fee	\$0					
Title & Recording	\$50,000	\$49,230	\$770			
Taxes	\$0					

AHD Development Budget

4/27/21

DEVELOPMENT COST	Total Project Costs	Residential Costs	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
Insurance	\$0					
Other Perm. Financing Costs: (Specify)	\$0					
Other Perm. Financing Costs: (Specify)	\$0					
Total Permanent Financing Costs	\$102,140	\$101,370	\$770			
Subtotals Forward	\$69,905,944	\$68,892,299	\$1,013,645	\$64,992,572	\$0	
LEGAL FEES						
Legal Paid by Applicant	\$130,000	\$130,000		\$114,075		Only legal costs during the pre-PIS construction period are eligible so thus legal costs associated with the post-PIS phase are excluded
Other Attorney Costs: (Specify)	\$155,000	\$153,153	\$1,847	\$103,384		
Other Attorney Costs: (Specify)	\$0					
Other Attorney Costs: (Specify)	\$0					
Total Attorney Costs	\$285,000	\$283,153	\$1,847	\$217,459	\$0	
RESERVES						
Operating Reserve	\$836,020	\$836,020				
Replacement Reserve	\$0					
Transition Reserve	\$0					
Rent Reserve	\$0					
Other Reserve Costs: (Specify)	\$0					
Other Reserve Costs: (Specify)	\$0					
Other Reserve Costs: (Specify)	\$0					
Total Reserve Costs	\$836,020	\$836,020	\$0			
CONTINGENCY COSTS						
Construction Hard Cost Contingency	\$3,070,622	\$3,023,356	\$47,266	\$3,023,356		
Soft Cost Contingency	\$530,449	\$522,284	\$8,165	\$522,284		
Total Contingency Costs	\$3,601,071	\$3,545,640	\$55,431	\$3,545,640	\$0	
OTHER PROJECT COSTS						
TCAC App/Allocation/Monitoring Fees	\$85,577	\$85,577				
Environmental Audit	\$63,500	\$62,523	\$977	\$62,523		
Local Development Impact Fees	\$514,169	\$506,254	\$7,915	\$506,254		
Permit Processing Fees	\$493,046	\$485,456	\$7,590	\$485,456		
Capital Fees	\$0					
Marketing	\$200,000	\$200,000				
Furnishings	\$214,000	\$214,000		\$214,000		
Market Study	\$0					
Accounting/Reimbursable	\$60,000	\$60,000				
Appraisal Costs	\$15,000	\$14,769	\$231	\$14,769		
Broadband Readiness	\$0					
Third Party Construction Supervision	\$340,000	\$334,766	\$5,234	\$334,766		
Relocation - Permanent	\$60,000	\$59,076	\$924			
Public Art	\$340,000	\$340,000		\$340,000		
Syndication Consulting	\$75,000	\$75,000				
Other Costs: (Specify)	\$0					
Total Other Costs	\$2,460,292	\$2,437,421	\$22,871	\$1,957,768	\$0	
SUBTOTAL PROJECT COST	\$77,088,327	\$75,994,533	\$1,093,794	\$70,713,439	\$0	
DEVELOPER COSTS						
Developer Overhead/Profit	\$3,114,784	\$3,066,838	\$47,946	\$3,066,838		
Consultant/Processing Agent	\$0					
Project Administration	\$0					
Broker Fees Paid to a Related Party	\$0					
Construction Oversight by Developer	\$0					
Other Developer Costs: (Specify)	\$0					
Total Developer Costs	\$3,114,784	\$3,066,838	\$47,946	\$3,066,838	\$0	
TOTAL PROJECT COST	\$80,203,111	\$79,061,371	\$1,141,740	\$73,780,277	\$0	
			Eligible Basis:	\$73,780,277	\$0	
			Total Eligible Basis:	\$73,780,277		

	DF 2021
Total Developer Fee (equals Total Developer Costs above):	\$3,114,784
Total Developer Fee paid from development funding sources:	\$2,200,000
Deferred Developer Fee payable on a priority basis from available Cash Flow:	\$914,784
Deferred Developer Fee payable from allowable 50% Distribution:	\$0
Developer Fee Contributed as Capital:	\$0

The Kelsey Civic Center AHD and HRI Permanent Sources and Uses PIN 47688

4/27/21

AFFORDABLE HOUSING DEVELOPMENT (AHD)		AHD Residential and HRI Permanent Sources of Funds															Commercial Sources						
USES OF FUNDS	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Funding	Tax-Exempt Bond Loan	Conventional Permanent Loan	HCD IIG	SF MOHCD Gap Loan	Deferred Developer Fee	0	0	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	SF MOHCD Gap Loan	Source Name:	Residential Cost Difference Dev Budget vs. Sources	
\$0																	Total	Total					
LAND COST/ACQUISITION																							
Land Cost or Value	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Demolition	\$561,038																\$0	\$0	\$561,038	\$0	\$0	\$561,038	
Legal	\$10,000																\$9,846	\$9,846	\$9,846	\$154	\$154	\$0	
Land Lease Rent Prepayment	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Total Land Cost or Value	\$571,038		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,846	\$9,846	\$570,884	\$154	\$154	\$0	\$561,038
Existing Improvements Cost or Value	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Off-Site Improvements	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Total Acquisition Cost	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Land Cost / Acquisition Cost	\$571,038		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,846	\$9,846	\$570,884	\$154	\$154	\$0	\$561,038
Predevelopment Interest/Holding Cost	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Assumed, Accrued Interest on Existing Debt (Rehabi/Acq)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Excess Purchase Price Over Appraisal	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
REHABILITATION																							
Site Work	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Structures	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
General Requirements	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Contractor Overhead	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Contractor Profit	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Prevailing Wages	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
General Liability Insurance	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Urban Greening	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Total Rehabilitation Costs	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Relocation Expenses	\$0																\$0	\$0	\$0	\$0	\$0	\$0	\$0
NEW CONSTRUCTION																							
Site Work	\$1,647,864																\$1,621,883	\$1,621,883	\$1,621,883	\$25,981	\$25,981	\$0	
Structures	\$53,420,825		\$20,000,000		\$5,214,000	\$4,739,926	\$11,858,260										\$10,777,694	\$52,589,880	\$52,589,880	\$830,945	\$830,945	\$0	
General Requirements	\$2,159,194																\$2,125,957	\$2,125,957	\$2,125,957	\$33,237	\$33,237	\$0	
Contractor Overhead	\$1,682,354																\$1,656,457	\$1,656,457	\$1,656,457	\$25,897	\$25,897	\$0	
Contractor Profit	\$1,682,354																\$1,656,457	\$1,656,457	\$1,656,457	\$25,897	\$25,897	\$0	
Prevailing Wages	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
General Liability Insurance	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Urban Greening	\$40,000																\$40,000	\$40,000	\$40,000	\$0	\$0	\$0	
Other New Construction: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Other New Construction: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Other New Construction: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Total New Construction Costs	\$60,632,590		\$20,000,000	\$0	\$5,214,000	\$4,739,926	\$11,858,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,878,448	\$59,690,634	\$59,690,634	\$941,956	\$941,956	\$0	\$0
ARCHITECTURAL FEES																							
Design	\$2,648,025																\$2,607,264	\$2,607,264	\$2,607,264	\$40,761	\$40,761	\$0	
Supervision	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Total Architectural Costs	\$2,648,025		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,607,264	\$2,607,264	\$2,607,264	\$40,761	\$40,761	\$0	\$0
Total Survey & Engineering	\$574,310																\$565,470	\$565,470	\$565,470	\$8,840	\$8,840	\$0	\$0
CONSTRUCTION INTEREST & FEES																							
Construction Loan Interest	\$3,624,718																\$3,617,023	\$3,617,023	\$3,617,023	\$7,695	\$7,695	\$0	
Origination Fee	\$410,913																\$410,913	\$410,913	\$410,913	\$0	\$0	\$0	
Credit Enhancement/Application Fee	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Bond Premium	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Cost of Issuance	\$467,210																\$467,210	\$467,210	\$467,210	\$0	\$0	\$0	
Title & Recording	\$125,000																\$123,076	\$123,076	\$123,076	\$1,924	\$1,924	\$0	
Taxes	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Insurance	\$750,000																\$738,455	\$738,455	\$738,455	\$11,545	\$11,545	\$0	
Employment Reporting	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Other Construction Int. & Fees: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Other Construction Int. & Fees: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Total Construction Interest & Fees	\$5,377,841		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,356,677	\$5,356,677	\$5,356,677	\$21,164	\$21,164	\$0	\$0
PERMANENT FINANCING																							
Loan Origination Fee	\$52,140																\$52,140	\$52,140	\$52,140	\$0	\$0	\$0	
Credit Enhancement/Application Fee	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Title & Recording	\$50,000																\$49,230	\$49,230	\$49,230	\$770	\$770	\$0	
Taxes	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Insurance	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Other Perm. Financing Costs: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Other Perm. Financing Costs: (Specify)	\$0																\$0	\$0	\$0	\$0	\$0	\$0	
Total Permanent Financing Costs	\$102,140		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$101,370	\$101,370	\$101,370	\$770	\$770	\$0	\$0

The Kelsey Civic Center AHD and HRI Permanent Sources and Uses PIN 47688

4/27/21

AFFORDABLE HOUSING DEVELOPMENT (AHD)																		Commercial Sources					
AHD Residential and HRI Permanent Sources of Funds																							
USES OF FUNDS	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Funding	Tax-Exempt Bond Loan	Conventional Permanent Loan	HCD IIG	SF MOHCD Gap Loan	Deferred Developer Fee	0	0	0	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	SF MOHCD Gap Loan	Source Name:	Residential Cost Difference Dev Budget vs. Sources
\$0																		Total	Total	Total			
Subtotals Forward	\$69,905,944		\$20,000,000	\$0	\$5,214,000	\$4,739,926	\$11,858,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,519,075	\$68,331,261	\$68,892,299	\$1,013,645	\$1,013,645	\$0	\$561,038
LEGAL FEES																							
Legal Paid by Applicant	\$130,000																\$130,000	\$130,000	\$130,000	\$0			\$0
Other Attorney Costs: (Specify)	\$155,000																\$153,153	\$153,153	\$153,153	\$1,847	\$1,847		\$0
Other Attorney Costs: (Specify)	\$0																\$0	\$0	\$0	\$0			\$0
Other Attorney Costs: (Specify)	\$0																\$0	\$0	\$0	\$0			\$0
Total Attorney Costs	\$285,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$283,153	\$283,153	\$283,153	\$1,847	\$1,847	\$0	\$0
RESERVES																							
Operating Reserve	\$836,020																\$836,020	\$836,020	\$836,020	\$0			\$0
Replacement Reserve	\$0																\$0	\$0	\$0	\$0			\$0
Transition Reserve	\$0																\$0	\$0	\$0	\$0			\$0
Rent Reserve	\$0																\$0	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify)	\$0																\$0	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify)	\$0																\$0	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify)	\$0																\$0	\$0	\$0	\$0			\$0
Total Reserve Costs	\$836,020		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$836,020	\$836,020	\$836,020	\$0	\$0	\$0	\$0
CONTINGENCY COSTS																							
Construction Hard Cost Contingency	\$3,070,622																\$3,023,356	\$3,023,356	\$3,023,356	\$47,266	\$47,266		\$0
Soft Cost Contingency	\$530,449																\$522,284	\$522,284	\$522,284	\$8,165	\$8,165		\$0
Total Contingency Costs	\$3,601,071		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,545,640	\$3,545,640	\$3,545,640	\$55,431	\$55,431	\$0	\$0
OTHER PROJECT COSTS																							
TCAC App/Allocation/Monitoring Fees	\$85,577																\$85,577	\$85,577	\$85,577	\$0	\$0		\$0
Environmental Audit	\$63,500																\$62,523	\$62,523	\$62,523	\$977	\$977		\$0
Local Development Impact Fees	\$514,169																\$506,254	\$506,254	\$506,254	\$7,915	\$7,915		\$0
Permit Processing Fees	\$493,046																\$485,456	\$485,456	\$485,456	\$7,590	\$7,590		\$0
Capital Fees	\$0																\$0	\$0	\$0	\$0			\$0
Marketing	\$200,000																\$200,000	\$200,000	\$200,000	\$0	\$0		\$0
Furnishings	\$214,000																\$214,000	\$214,000	\$214,000	\$0	\$0		\$0
Market Study	\$0																\$0	\$0	\$0	\$0			\$0
Accounting/Reimbursable	\$60,000																\$60,000	\$60,000	\$60,000	\$0	\$0		\$0
Appraisal Costs	\$15,000																\$14,769	\$14,769	\$14,769	\$231	\$231		\$0
Broadband Readiness	\$0																\$0	\$0	\$0	\$0			\$0
Third Party Construction Supervision	\$340,000																\$334,766	\$334,766	\$334,766	\$5,234	\$5,234		\$0
Relocation - Permanent	\$60,000																\$59,076	\$59,076	\$59,076	\$924	\$924		\$0
Public Art	\$340,000																\$340,000	\$340,000	\$340,000	\$0	\$0		\$0
Syndication Consulting	\$75,000																\$75,000	\$75,000	\$75,000	\$0	\$0		\$0
Other Costs: (Specify)	\$0																\$0	\$0	\$0	\$0			\$0
Total Other Costs	\$2,460,292		\$0	\$0	\$0	\$0	\$0	\$914,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,437,421	\$2,437,421	\$2,437,421	\$22,871	\$22,871	\$0	\$0
SUBTOTAL PROJECT COST	\$77,088,327		\$20,000,000	\$0	\$5,214,000	\$4,739,926	\$11,858,260	\$914,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,621,309	\$75,433,495	\$75,994,533	\$1,093,794	\$1,093,794	\$0	\$561,038
DEVELOPER COSTS																							
Developer Overhead/Profit	\$3,114,784																\$2,152,054	\$3,066,838	\$3,066,838	\$47,946	\$47,946		\$0
Consultant/Processing Agent	\$0																\$0	\$0	\$0	\$0			\$0
Project Administration	\$0																\$0	\$0	\$0	\$0			\$0
Broker Fees Paid to a Related Party	\$0																\$0	\$0	\$0	\$0			\$0
Construction Oversight by Developer	\$0																\$0	\$0	\$0	\$0			\$0
Other Developer Costs: (Specify)	\$0																\$0	\$0	\$0	\$0			\$0
Total Developer Costs	\$3,114,784		\$0	\$0	\$0	\$0	\$0	\$914,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,152,054	\$3,066,838	\$3,066,838	\$47,946	\$47,946	\$0	\$0
TOTAL PROJECT COST	\$80,203,111		\$20,000,000	\$0	\$5,214,000	\$4,739,926	\$11,858,260	\$914,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,773,363	\$78,500,333	\$79,061,371	\$1,141,740	\$1,141,740	\$0	\$561,038
HOUSING RELATED-INFRASTRUCTURE (HRI)																							
Site acquisition of HRI including easements and right of ways																							\$0
Other Site Acquisition (Specify):																							\$0
TOTAL SITE ACQUISITION (Not Parking)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Clearing and Grubbing																							\$0
Demolition																							\$0
Excavation																							\$0
Grading (not grading for housing & mixed use structural improvements)																							\$0
Soil Stabilization (Lime, etc.)																							\$0
Erosion/Weed Control																							\$0
Dewatering																							\$0
Other Site Preparation (Specify):																							\$0
Other Site Preparation (Specify):																							\$0
TOTAL SITE PREPARATION			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sanitary Sewer																							\$0
Potable Water																							\$0
Non-Potable Water																							\$0
Storm Drain																							\$0

The Kelsey Civic Center AHD and HRI Permanent Sources and Uses PIN 47688

4/27/21

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

The Kelsey Civic Center AHD and HRI Permanent Sources and Uses PIN 47688

4/27/21

AFFORDABLE HOUSING DEVELOPMENT (AHD)		AHD Residential and HRI Permanent Sources of Funds															Commercial Sources				Residential Cost Difference Dev Budget vs. Sources	
USES OF FUNDS	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Funding	Tax-Exempt Bond Loan	Conventional Permanent Loan	HCD IIG	SF MOHCD Gap Loan	Deferred Developer Fee	0	0	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	SF MOHCD Gap Loan		Source Name:
Soft cost in red (total AHSC AHD below)	\$0																					
Design																						
Contractor Fee																						
Other Soft Costs (Specify):																						
TOTAL SOFT COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
Employment Reporting																						
Other Costs (Specify):																						
Other Costs (Specify):																						
TOTAL OTHER ASSET COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
HRI TOTAL PROJECT COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AHD TOTAL PROJECT COSTS	\$80,203,111	\$0	\$20,000,000	\$0	\$5,214,000	\$4,739,926	\$11,858,260	\$914,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,773,363	\$78,500,333	\$79,061,371	\$1,141,740	\$1,141,740	\$0
TOTAL AHD & HRI PROJECT COSTS		\$0	\$20,000,000	\$0	\$5,214,000	\$4,739,926	\$11,858,260	\$914,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,773,363	\$78,500,333	\$79,061,371	\$1,141,740	\$1,141,740	\$0

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

2021 TCAC Threshold Basis Limit for HCD Developer Fee 2017 UMR §8312(c) & (b) and High Cost Test for HCD Limits on Development Costs 2017 UMR §8311(a) & (b) (revised 3/24/21)

Complete all yellow shaded cells; see cell comments for tips

Project Name:	The Kelsey Civic Center		County:	San Francisco	HCD Phase:	Origination	
Unit Size	1/5/21 TCAC Threshold Basis Limits (TBL)		Number of Units		Basis x Number of Units		
SRO/Studio	\$511,928		80		\$40,954,240		
1 Bedroom	\$590,248		0		\$0		
2 Bedrooms	\$712,000		32		\$22,784,000		
3 Bedrooms	\$911,360		0		\$0		
4+ Bedrooms	\$1,015,312		0		\$0		
Number of Manager Units in Project:	2	TOTAL UNITS:	112		TOTAL UNADJUSTED THRESHOLD BASIS LIMIT (TBL):		
					\$63,738,240		
TBL ADJUSTMENTS §10327(c)(5)(A-F):							Yes/No
(A) Project paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages. (20%)							Yes
							\$12,747,648
Project certifies that (1) they are subject to a project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeship occupation in the building and construction trades. (5%)							Yes
							\$3,186,912
New construction project required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels. (10%)							No
							\$0
Project where a day care center is part of the development. (2%)							No
							\$0
Project where 100 percent of the Low Income units are for Special Needs populations. (2%)							No
							\$0
Project where at least 95% of the project's upper floor units are serviced by an elevator. (10%)							Yes
							\$6,373,824
Project wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed. (15%)							Yes
							\$9,560,736
Project wherein at least 95% of the building(s) is constructed as a Type III as defined in the California Building Code, or a Type III/Type I combination, in which case, the Type I 15% increase above is not allowed. (10%)							No
							\$0
(B) Project applying under §10325 or §10326 of these regulations that include one or more of the features below. (up to 10%)							
							\$637,382
Proposed energy efficiency/resource conservation/indoor air quality items	(1) Project shall have onsite renewable generation estimated to produce 50% or more of annual tenant electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 50% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (2) only if the renewable generation used to calculate each basis increase does not overlap. (5%)						No
	(2) Project shall have onsite renewable generation estimated to produce 75% or more of annual common area electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 75% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (1) only if the renewable generation used to calculate each basis increase does not overlap. (2%)						No
	(3) Newly constructed Project buildings shall be 15% or more energy efficient than the 2016 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24), except that if the local building department has determined that building permit applications submitted on or before December 31, 2016 are complete, then newly constructed Project buildings shall be fifteen percent (15%) or more energy efficient than the 2013 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24). (4%)						No
	(4) Rehab Project buildings shall have 80% decrease in estimated TDV energy use (or improvement in energy efficiency) post rehab as demonstrated using the appropriate performance module of CEC software. (4%)						No
	(5) Irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, grey water, or rainwater in an amount that annually equals or exceeds 20,000 gallons or 300 gallons per unit, whichever is less. (1%)						Yes
(6) Community Gardens of at least 60 square feet per unit. Permanent site improvements that provide a viable growing space within the Project including solar access, fencing, watering systems, secure storage space for tools, and pedestrian access. (1%)						No	
(7) Install bamboo, cork, salvaged or FSC-Certified wood, natural linoleum, natural rubber, or ceramic tile in all kitchens, living rooms, and bathrooms (where no VOC adhesives or backing is also used). (1%)						No	
(8) Install bamboo, stained concrete, cork, salvaged or FSC-Certified wood, ceramic tile, or natural linoleum in all common areas. (2%)						No	
(9) Meet all requirements of the U.S. Environmental Protection Agency Indoor Air Plus Program. (2%)						No	
(D) Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer. (lesser of costs or 15% basis adjustment)							No
							\$0
If Yes, select type of work:			Enter Certified Costs of Work:		\$0		
(E) Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. WAIVED IMPACT FEES ARE INELIGIBLE.							Yes
							\$514,169
							<i>Please Enter Amount Above:</i>
(F) Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than \$400,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource. (10%)							No
							\$0
County eligibility:	No	TCAC/HCD Opportunity Area Map Tract ID #:	Opportunity Map Resource level:	Moderate Resource			

	A	B	C	D	E	F	G	H	I	
1	HCD 2021 Developer Fee Calculator - revised 2/4/21 (complete YELLOW shaded cells)									
2	Project Phase:	Origination	Proposed Project Type:	4% Credits New Construction						
3	Project Name:	The Kelsey Civic Center								
4	Project's Developer Fee Summary						HCD Limit	Project Amt.		
5	Maximum Total Developer Fee - 2d						\$10,771,085	\$3,114,784		
6	Max Developer Fee payable from development funding sources - lesser of 1e & 2d						\$2,200,000	\$2,200,000		
7	Deferred Developer Fee payable on a priority basis from available Cash Flow						\$1,300,000	\$914,784		
8	Deferred Developer Fee payable exclusively from Sponsor Distributions						\$7,271,085	\$0		
9	Total Budgeted or Actual Developer Fee				\$3,114,784					
10	Developer Fee Contributed as Capital						Deferred Developer Fee	\$914,784		
11										
12	Section 1. UMR §8312(c)(1) Max Developer Fee payable from funding sources - 4% Projects use TCAC 9% rules									
13	a. Project's type of construction:	New Construction							\$2,200,000	
14	b. Project's Unadjusted Eligible Basis (excluding Developer Fee) - §10327(c)(2)(A)				\$70,713,439	x 15% =			\$10,607,016	
15	c. Project's Unadjusted Eligible Acquisition Basis (excluding Developer Fee) - §10327(c)(2)(A)				\$0	x 5% =			\$0	
16	d. Project's Non-Residential Costs (excluding Developer Fee) - §10327(c)(2)(A)				\$1,093,794	x 15% =			\$164,069	
17	e. Maximum Developer Fee payable from development funding sources - UMR §8312(c)(1) - lesser of 1a or (1b + 1c + 1d)								\$2,200,000	
18										
19	Section 2. UMR §8312(c) - Maximum Developer Fee using TCAC 4% rules									
20	a. BIPOC Project meeting CDLAC §5230(f)(1)(B) - §10327(c)(2)(E)									
21	b. New Construction & Rehab - Unadjusted Eligible Basis (exclude Developer Fee) - §10327(c)(2)(B)(i)				\$70,713,439	x 15% =			\$10,607,016	
22	c. Basis for non-residential project costs (exclude Developer Fee) - §10327(c)(2)(B)(ii)				\$1,093,794	x 15% =			\$164,069	
23	d1. Not Applicable									
24	d2. Not Applicable									
25	d3. Not Applicable									
26	d4. Not Applicable				\$0	X 5% =			\$0	
27	e. Maximum Total Developer Fee using TCAC 4% rules §8312(c)								\$10,771,085	
28	f. Total Budgeted or Actual Developer Fee							\$3,114,784		
29	g. Budgeted Developer Fee paid from Development Sources					<i>Sum of Deferred and Contributed Developer Fee</i>		\$914,784	\$2,200,000	
30	h. Deferred Developer Fee payable on a priority basis from available Cash Flow							\$914,784		

Annual Income and Expenses

Employee Information					Comments
No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent	
1	1.00	On-Site Manager(s)	\$83,200	\$0	
1	1.00	On-Site Assistant Manager(s)	\$48,920	\$0	
		Supportive Services Staff Supervisor(s)	\$0		
1	1.00	Supportive Services Coordinator, On-Site	\$70,000		Payroll Taxes, Workers Comp, Benefits, and supplies
		Other Supportive Services Staff (inc. Case Manager)	\$0		
2	2.00	On-Site Maintenance Employee(s)	\$100,828	\$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			\$302,948	\$0	
6711		Payroll Taxes	\$30,913	Show free rent as an	Added share of 1 Services FTE
6722		Workers Compensation	\$20,295	expense?	Added share of 1 Services FTE
6723		Employee Benefits	\$91,417	Yes	Added share of 1 Services FTE
Employee(s) Payroll Taxes, Workers Comp. & Benefits			\$142,625		
Total Employee(s) Expenses			\$445,573		
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)		2	726	
None	Services Coordinator		Studio	356	
			0	0	
Total Square Footage				1,082	
Annual Operating Budget					
Acct. No.	Revenue - Income		Residential	Commercial	Comments
5120/5140	Rent Revenue - Gross Potential			\$1	
	Restricted Unit Rents		\$1,566,168		
	Unrestricted Unit Rents		\$241,200		
5121	Tenant Assistance Payments				
	Subsidy Program Name		\$0		
	Subsidy Program Name		\$0		
	Operating Subsidies		\$0		
	Other: (specify)		\$0	\$0	
5910	Laundry and Vending Revenue		\$6,240		
5170	Garage and Parking Spaces		\$0	\$0	
5990	Miscellaneous Rent Revenue		\$0	\$0	
Gross Potential Income (GPI)			\$1,813,608	\$1	
	Vacancy Rate: Restricted Units		5.0%		
	Vacancy Rate: Unrestricted Units		5.0%		
	Vacancy Rate: Tenant Assistance Payments		5.0%		
	Vacancy Rate: Other: (specify)		5.0%		
	Vacancy Rate: Laundry & Vending & Other Income		5.0%		
	Vacancy Rate: Commercial Income			50.0%	
5220/5240	Vacancy Loss(es)		\$90,680	\$1	
Effective Gross Income (EGI)			\$1,722,928	\$1	
Acct. No.	Expenses		Residential	Commercial	Comments
Administrative Expenses: 6200/6300					
6203	Conventions and Meetings		\$0	\$0	
6210	Advertising and Marketing		\$3,120	\$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		\$83,460	\$0	
6330	Site/Resident Manager(s) Salaries -- from above		\$132,120	\$0	
6331	Administrative Free Rent Unit -- from above		\$0	\$0	
6340	Legal Expense -- Project		\$2,500	\$0	
6350	Audit Expense		\$10,000	\$0	
6351	Bookkeeping Fees/Accounting Services		\$17,050	\$0	
6390	Miscellaneous Administrative Expenses		\$62,707	\$0	
6263T	Total Administrative Expenses		\$310,957	\$0	

Annual Income and Expenses

Acct. No.	Expenses	Residential	Commercial	Comments
Utilities Expenses: 6400				
6450	Electricity	\$46,117	\$0	
6451	Water	\$83,252	\$0	
6452	Gas	\$0	\$0	
6453	Sewer	\$83,252	\$0	
	Other Utilities: (specify)	\$0	\$0	
6400T	Total Utilities Expenses	\$212,621	\$0	
Operating and Maintenance Expenses: 6500				Comments
6510	Payroll -- from above	\$100,828	\$0	
6515	Supplies	\$0		
6520	Contracts	\$99,160	\$0	
6521	Operating & Maintenance Free Rent Unit -- from above	\$0	\$0	
6525	Garbage and Trash Removal	\$48,257	\$0	
6530	Security Contract	\$35,000	\$0	
6531	Security Free Rent Unit -- from above	\$0	\$0	
6546	Heating/Cooling Repairs and Maintenance	\$19,136	\$0	
6548	Snow Removal	\$0	\$0	
6570	Vehicle & Maintenance Equipment Operation/Reports	\$0	\$0	
6590	Miscellaneous Operating and Maintenance Expenses	\$0	\$0	
6500T	TOTAL Operating & Maintenance Expenses	\$302,381	\$0	
Taxes and Insurance: 6700				Comments
6710	Real Estate Taxes	\$2,500	\$0	
6711	Payroll Taxes (Project's Share) -- from above	\$30,913	\$0	
6720	Property and Liability Insurance (Hazard)	\$140,000	\$0	
6729	Other Insurance (e.g. Earthquake)	\$0	\$0	
6721	Fidelity Bond Insurance	\$0	\$0	
6722	Worker's Compensation -- from above	\$20,295	\$0	
6723	Health Insurance/Other Employee Benefits--from above	\$91,417	\$0	
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	\$5,000	\$0	
6700T	Total Taxes and Insurance	\$290,125	\$0	
Supportive Services Costs: 6900				Comments
6990	Staff Supervisor(s) Salaries - from above	\$0	\$0	
6990	Services Coordinator Salaries, On-Site - from above	\$70,000	\$0	
6990	Other Supportive Services Staff Salaries - from above	\$0	\$0	
6990	Supportive Services Admin Overhead	\$0	\$0	
6990	Other Supportive Services Costs: Supplies	\$9,600	\$0	Supplies previously bundled in cell D9 (above).
6990	Other Supportive Services Costs: (specify)	\$0	\$0	
6900T	Total Supportive Services Costs	\$79,600	\$0	
Total Operating Expenses		\$1,195,684	\$0	Comments
Funded Reserves: 7200		Residential	Commercial	
7210	Required Replacement Reserve Deposits	\$56,000	\$0	
7220	Other Reserves: (specify)	\$0	\$0	
7230	Other Reserves: (specify)	\$0	\$0	
7240	Other Reserves: (specify)	\$0	\$0	
	Total Reserves	\$56,000	\$0	
Ground Lease		Residential	Commercial	
	Ground Lease	\$15,000	\$0	
	Total Ground Lease	\$15,000	\$0	
Net Operating Income		\$456,244	\$1	
Financial Expenses: 6800				Comments
6820	1st Mortgage Debt Service	\$298,825	\$0	
6830	2nd Mortgage Debt Service	\$84,000	\$0	
6840	3rd Mortgage Debt Service	\$0	\$0	
6890				
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6800T	Total Financial Expenses	\$382,825	\$0	
Cash Flow		\$73,418	\$1	
7190	Asset Management/Similar Fees	\$32,630	\$0	
Total Operating Expenses Per Unit		Per Year	Per Month	
Without any Adjustments		\$10,676	\$890	
With the Value of Rent-Free Units Included		\$10,676	\$890	
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included		\$9,943	\$829	

STI Project Summary

Project Name	Description (include: the general location and description of each STI improvement and note if sidewalks are new or replaced. Please include other descriptive information such as key gaps closed and connections established.)	Address	City	Zip	County	Census Tracts	APNs
STI #1 Folsom Streetscape Project	The Folsom Streetscape Project will continue to the transformation of Folsom Street between 2nd and 11th Street by making permanent infrastructure investments in Complete Streets, improving traffic safety and comfort for all users. Improvements include 1.3 miles of new westbound Class IV bikeway, upgraded eastbound Class IV over 3,000 feet of pedestrian sidewalk enhancements, traffic and corridor wide bike signals, improved pedestrian street lighting, tree-lined medians, and intersection lighting for bicyclists and pedestrians.	Folsom St between 2nd and 11th Streets	San Francisco	94103, 94107	San Francisco		

Latitude: 37.7785 Longitude: -122.405645 Select the primary transit mode supported by this STI: N/A

STI #2 Mission SoMa Transit Improvements Project	The Mission SoMa project is designed to improve transit service along 1.5 miles of the Mission Street corridor. This corridor currently serves the 14 and 14R lines, among the Agency's highest ridership routes, as well as seven other routes including SamTrans and Golden Gate Transit routes. The project's improvements include installation of one outbound bus bulb at Mission Street at 4th St; and installation of red transit only lanes on Mission St from 10th St to 5th St.	Mission Street between 1st and 11th Streets	San Francisco	94103, 94107	San Francisco		
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Latitude: 37.781851 Longitude: -122.40779 Select the primary transit mode supported by this STI: Local bus rapid transit

STI #3							
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Latitude: Longitude: Select the primary transit mode supported by this STI:

Bike Facility (BF) 1 - Linear Miles	1.30	BF1 Type	Class IV	Bike Facility 2 - Linear Miles	0.00	BF2 Type		Bike Facility 3 - Linear Miles	0.00	BF3 Type		
Safe and Accessible Walkways - length (in feet) of new or replaced sidewalk	3,188	# of Transit Routes Improved	9	Added or Improved Transit Service	No							
Enter # and Amount for each	Crosswalks 2	AHSC Funds \$0	Overcrossings 0	AHSC Funds \$0	Undercrossings 0	AHSC Funds \$0	Buses 0	AHSC Funds \$0	Shuttles 0	AHSC Funds \$0	Total New Vehicles 0	Total AHSC New Vehicle Funding \$0

STI Eligible Costs §103(a)(3)(A) and Ineligible Costs §103(c)

(i) Applicant certifies capital improvements in the STI budget result in the improvement or addition of infrastructure that encourages mode-shift by enhancing: 1) public transit access; 2) pedestrian network; or 3) bicycle network (includes public bike-share infrastructure and fleet) within the defined Project Area meeting the §102(c) or (d) transit requirements. Yes

	Budgeted	Cost Cap	Overage	
(ii) Total amount of eligible STI soft costs cannot exceed 30% of the total AHSC Program award.	\$0	\$8,780,986	\$0	Ok

(iv) Total amount of Activity Delivery Costs associated with the implementation of the Capital Project cannot exceed 10% of the costs associated with the Capital Project.	\$0	\$4,125,794	\$0	Ok
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(vi) Capital Project costs in budget that are required as a condition of local approval for the STI? N/A If Yes, upload documentation below

File Name	STI Cap Project Costs	Documentation showing Capital Project costs are required as a condition of local approval for STI.	Uploaded to HCD?	N/A
(B) Total combined requested grant amount for your STI Capital Projects and TRA Capital Projects cannot exceed \$10M?				Ok

§103(c) We certify the AHSC STI funded cost do not include any of the following ineligible costs:

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

Yes

STI Grant Terms §104(c)

- (1) We certify the STI grant does not result in a profit that exceeds the commercially reasonable range for other improvements of similar size and level of risk. Yes
- (2) We acknowledge that AHSC Program grant funds will be disbursed as reimbursed progress payments for eligible costs incurred after the execution of the Standard Agreement in the amount not to exceed the AHSC Program award of funds. Costs incurred prior to execution of the Standard Agreement are not eligible for reimbursement. Yes
- (3) We acknowledge if the STI Project includes multiple phases or developments, all entitlements and construction funding commitments for the first phase must be received prior to disbursement. Yes

STI Threshold §106(a)

(7) STI Enforceable Funding Commitments (EFC): *see Appendix A (t) - for an explanation of Enforceable Funding Commitments (EFC).*

EFC #	Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term - # of months	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC STI Grant	State-HCD		\$7,500,000					
2	Yes	9/23/15	FY2015 FTA 5307 Urbanized Area Formula Grant	Fed		\$3,000,000					
3											
4	Yes	6/24/21	ATP Regional Grant	Other		\$7,040,000					
5	Yes	4/21/20	Developer Fees	Local		\$22,514,942					
6	Yes	4/21/20	Prop K Local Sales Tax	Local		\$203,000					
7	Yes	4/21/20	Population Based General Fund	Local		\$1,000,000					
8											
9											
10											
						\$33,757,942	<Total Committed Non-AHSC STI Funds		TOTAL (must equal STI Budget Amount)		\$41,257,942

Provide a description of unusual or extraordinary circumstances that have resulted in higher than expected Project costs and provide a justification as to why these costs are reasonable.

File Name | EFC STI1; EFC STI2; EFC STI3; etc. | Supporting documentation for the 5 non-AHSC STI funding commitments. | Uploaded to HCD? | N/A

(8)(A) We acknowledge that completion and approval or adoption of all necessary environmental clearances for transportation components must be attained by initial disbursement of grant funds. | Yes

NEPA: | Is Federal funding proposed that will trigger NEPA requirements? | Yes | If Yes, enter date of "Authority to Use Grant Funds" | 9/23/15

CEQA: | Project approved "by-right"? | No | Is Project Categorically Exempt? | No | Negative Declaration Date: | N/A | Final EIR Date: | 6/30/21

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

STI 1 was CEQA cleared in December 2018. However, it has since received federal funds via the Active Transportation Program and is currently going through NEPA clearance. NEPA clearance is anticipated 8/31/21. The Mission Transit Only Lane project was analyzed in the Environmental Impact Report (EIR) for the Transit Effectiveness Project (Planning Department Case No. 2014-0559F). Any minor changes to the design of the Mission Transit Only Lane project made by SFMTA will be assessed for additional impacts not previously discussed in the EIR.

File Name | STI Environmental | Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption. | Uploaded to HCD? | Yes

File Name | STI Auth to Use Grant Funds | For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form. | Uploaded to HCD? | N/A

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

Agency / Issuer	Land Use Approval Date	Approval Type	Comments

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

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

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

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

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

STIs will be constructed within public right-of-way owned by the city (applicant).

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

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

(12) Which applicant demonstrates the prior experience noted below: | City and County of San Francisco

	STI Past Project #1	STI Past Project #2
Project Name	Mission Valencia Green Gateway Streetscape Project	Potrero Avenue Roadway Improvement Project
Development Entity	SFMTA	SFMTA/San Francisco Public Works
Completion Date	2/28/17	12/31/17
Brief Description	Construction included raised, parking-separated cycletrack along northbound Valencia Street between Duncan Street and Cesar Chavez Street; construction of four sidewalk bulbouts; on-street parking reconfiguration on the eastern and western sides of Valencia Street between Cesar Chavez and Mission Streets. Improvements were coordinated with green infrastructure improvements by the SFPUC.	Improvements included pedestrian refuge islands, pedestrian bulbouts, continuous planted median, bidirectional green painted bicycle lanes, sidewalk widening, ADA-compliant curb ramps, transit signal priority improvements, and a red-painted transit only lane. Project included coordination with Public Works and Public Utilities to replace older water and sewer pipes while the streetscape was under construction.

File Name | Past Exp STI1, Past Exp STI2 | Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements. | Uploaded to HCD? | N/A

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

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

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

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

File Name | STI No Ag | Demonstrate the STI site is not within land designated as agricultural land per FMMP tool. | Uploaded to HCD? | Yes

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

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

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

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

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

STI Milestones

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

The Kelsey Civic Center Sustainable Transportation Infrastructure (STI) PIN 47688

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

Capital Project Milestone Schedule	Date
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development	
Site Control of site(s) by proposed developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	6/30/21
Obtaining all necessary and discretionary public land use approvals.	N/A
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	N/A
Commencement of construction.	8/1/21
Construction completion and closeout.	6/1/24
Program funds fully disbursed.	6/1/25
Have all milestone dates been entered above?	
	Yes

The Kelsey Civic Center Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 47688

4/27/21

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

Cost Category	ALL FUNDING SOURCES											Comments
	AHSC STI Grant	FY2015 FTA 5307 Urbanized Area Formula Grant	0	ATP Regional Grant	Developer Fees	Prop K Local Sales Tax	Population Based General Fund	0	0	0	Sources Total	
STI BUDGET #1 - Folsom Streetscape Project												
Environmental review/studies					\$1,097,000						\$1,097,000	
Plan Specification and Estimates					\$6,800,000	\$203,000					\$7,003,000	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
Other Soft Costs (Specify): Contingency					\$1,686,884		\$1,000,000				\$2,686,884	
Other Soft Costs (Specify): Mobilization					\$1,242,590						\$1,242,590	
Other Soft Costs (Specify): Construction Management					\$688,468						\$688,468	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$11,514,942	\$203,000	\$1,000,000	\$0	\$0	\$0	\$12,717,942	
Clearing and Grubbing											\$0	
Demolition				\$1,165,800							\$1,165,800	
Grading											\$0	
Soil Stabilization (Lime, etc.)											\$0	
Erosion/Weed Control											\$0	
Dewatering											\$0	
Other Site Preparation (Specify): Contaminated Soils and Material	\$251,505										\$251,505	
Total Site Preparation	\$251,505	\$0	\$0	\$1,165,800	\$0	\$0	\$0	\$0	\$0	\$0	\$1,417,305	
Sanitary Sewer					\$964,000						\$964,000	
Irrigation					\$865,500						\$865,500	
Storm Drain											\$0	
Detention Basin/Culverts											\$0	
Other Site Utilities (Specify):											\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$1,829,500	\$0	\$0	\$0	\$0	\$0	\$1,829,500	
Aggregate Base	\$423,900			\$4,242,000							\$4,665,900	
Asphalt Pavement				\$1,602,900							\$1,602,900	
Sidewalk, Curb and Gutter	\$875,150			\$29,300							\$904,450	
Street Lights	\$1,245,903										\$1,245,903	
Striping/Barricades (Bicycle Facilities)	\$64,742										\$64,742	
Signage	\$64,900										\$64,900	
Crossing and Traffic Signals					\$1,008,556						\$1,008,556	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Complete Street Improvements (Specify): Bicycle Signals	\$73,900										\$73,900	
Other Complete Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$2,748,495	\$0	\$0	\$5,874,200	\$1,008,556	\$0	\$0	\$0	\$0	\$0	\$9,631,251	
Striping/Barricades (for dedicated bus lanes)											\$0	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Vehicles											\$0	
Other ITS Technology											\$0	
Other Transit and Station Areas (Specify):											\$0	
Other Transit and Station Areas (Specify):											\$0	
Total Transit and Station Areas - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Urban Greening (Specify): Planting					\$161,944						\$161,944	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$161,944	\$0	\$0	\$0	\$0	\$0	\$161,944	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	

The Kelsey Civic Center Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 47688

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

Cost Category	ALL FUNDING SOURCES										Comments	
	AHSC STI Grant	FY2015 FTA 5307 Urbanized Area Formula Grant	0	ATP Regional Grant	Developer Fees	Prop K Local Sales Tax	Population Based General Fund	0	0	0		Sources Total
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)											\$0	
Employee Reporting											\$0	
Other Capital Asset Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #1 Budgeted Project Costs	\$3,000,000	\$0	\$0	\$7,040,000	\$14,514,942	\$203,000	\$1,000,000	\$0	\$0	\$0	\$25,757,942	

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

STI BUDGET #2 - Mission SoMa Transit Improvements Project

Environmental review/studies					\$10,000						\$10,000	
Plan Specification and Estimates					\$850,000						\$850,000	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
Other Soft Costs (Specify): City Agency Fees					\$10,000						\$10,000	
Other Soft Costs (Specify): Construction Support Costs					\$2,350,000						\$2,350,000	
Other Soft Costs (Specify): Transit Construction Support					\$650,000						\$650,000	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$3,870,000	\$0	\$0	\$0	\$0	\$0	\$3,870,000	
Clearing and Grubbing											\$0	
Demolition											\$0	
Grading											\$0	
Soil Stabilization (Lime, etc.)											\$0	
Erosion/Weed Control											\$0	
Dewatering											\$0	
Other Site Preparation (Specify):											\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer											\$0	
Irrigation											\$0	
Storm Drain											\$0	
Detention Basin/Culverts	\$150,000										\$150,000	
Other Site Utilities (Specify): Water and AWSS	\$700,000										\$700,000	
Total Site Utilities	\$850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$850,000	
Aggregate Base	\$720,000				\$150,000						\$870,000	
Asphalt Pavement	\$2,650,000				\$800,000						\$3,450,000	
Sidewalk, Curb and Gutter	\$30,000										\$30,000	
Street Lights											\$0	
Striping/Barricades (Bicycle Facilities)											\$0	
Signage					\$25,000						\$25,000	
Crossing and Traffic Signals					\$120,000						\$120,000	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Complete Street Improvements (Specify): Striping (Non-bicy)					\$600,000						\$600,000	
Other Complete Street Improvements (Specify): Parking/Curb Mar					\$50,000						\$50,000	
Total Complete Streets Improvements - Construction	\$3,400,000	\$0	\$0	\$0	\$1,745,000	\$0	\$0	\$0	\$0	\$0	\$5,145,000	
Striping/Barricades (for dedicated bus lanes)		\$3,000,000			\$2,250,000						\$5,250,000	
Sidewalk, Curb and Gutter	\$250,000										\$250,000	
Street Lights											\$0	
Signage					\$15,000						\$15,000	
Signaling Prioritization Technology					\$120,000						\$120,000	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Vehicles											\$0	
Other ITS Technology											\$0	
Other Transit and Station Areas (Specify):											\$0	

The Kelsey Civic Center Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 47688

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

Cost Category	ALL FUNDING SOURCES											Comments
	AHSC STI Grant	FY2015 FTA 5307 Urbanized Area Formula Grant	0	ATP Regional Grant	Developer Fees	Prop K Local Sales Tax	Population Based General Fund	0	0	0	Sources Total	
Other Transit and Station Areas (Specify):											\$0	
Total Transit and Station Areas - Construction	\$250,000	\$3,000,000	\$0	\$0	\$2,385,000	\$0	\$0	\$0	\$0	\$0	\$5,635,000	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)											\$0	
Employee Reporting											\$0	
Other Capital Asset Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #2 Budgeted Project Costs	\$4,500,000	\$3,000,000	\$0	\$0	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$15,500,000	

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

STI BUDGET #3 -

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

The Kelsey Civic Center Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 47688

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

Cost Category	ALL FUNDING SOURCES											Comments
	AHSC STI Grant	FY2015 FTA 5307 Urbanized Area Formula Grant	0	ATP Regional Grant	Developer Fees	Prop K Local Sales Tax	Population Based General Fund	0	0	0	Sources Total	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding Infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Vehicles											\$0	
Other ITS Technology											\$0	
Other Transit and Station Areas (Specify):											\$0	
Other Transit and Station Areas (Specify):											\$0	
Total Transit and Station Areas - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)											\$0	
Employee Reporting											\$0	
Other Capital Asset Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #3 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

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

TOTAL SUSTAINABLE TRANSPORTATION INFRASTRUCTURE (STI) BUDGET

Total Soft Costs	\$0	\$0	\$0	\$0	\$15,384,942	\$203,000	\$1,000,000	\$0	\$0	\$0	\$16,587,942	
Total Site Preparation	\$251,505	\$0	\$0	\$1,165,800	\$0	\$0	\$0	\$0	\$0	\$0	\$1,417,305	
Total Site Utilities	\$850,000	\$0	\$0	\$0	\$1,829,500	\$0	\$0	\$0	\$0	\$0	\$2,679,500	
Total Complete Streets Improvements - Construction	\$6,148,495	\$0	\$0	\$5,874,200	\$2,753,556	\$0	\$0	\$0	\$0	\$0	\$14,776,251	
Total Transit and Station Areas - Construction	\$250,000	\$3,000,000	\$0	\$0	\$2,385,000	\$0	\$0	\$0	\$0	\$0	\$5,635,000	
Total Urban Greening	\$0	\$0	\$0	\$0	\$161,944	\$0	\$0	\$0	\$0	\$0	\$161,944	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI Budgeted Project Costs	\$7,500,000	\$3,000,000	\$0	\$7,040,000	\$22,514,942	\$203,000	\$1,000,000	\$0	\$0	\$0	\$41,257,942	

TRA Project Summary

Project Name	Description (include: the general location and description of each TRA improvement)	Address	City	Zip	County	Census Tracts	APNs				
TRA #1	Folsom Streetscape Project	The Folsom Streetscape Project will install 8 new transit boarding islands and bus pads at each intersection along Folsom from 3rd St to 11th St, excluding 10th St. These amenity improvements at transit station waiting areas will make it more comfortable and safe for transit passengers to use this service.	Folsom St between 3rd to 11th Streets	San Francisco	94103, 94107	San Francisco					
	Latitude: 37.7785	Longitude: -122.405645	Select the primary transit mode supported by this TRA:				Local bus				
TRA #2											
	Latitude:	Longitude:	Select the primary transit mode supported by this TRA:								
TRA #3											
	Latitude:	Longitude:	Select the primary transit mode supported by this TRA:								
Enter # & Amt. of new: Bus Shelters 0 AHSC Funds \$0 Bicycle Parking At Transit 0 AHSC Funds \$0 Bus Stop Benches 0 AHSC Funds \$0											
Safe and Accessible Walkways - length (in feet) of sidewalk directly improved (ex. provided shade to, 0 Pedestrian Paths (linear feet) 0.0 Type											
# of Transit Routes Improved 5 Station Area or Transit Access Improvements Yes Boarding Islands, bus pads											
ID all intended outcomes of proposed active transportation component: Improved compliance with traffic laws Yes Other barriers that may have existed on route (describe below) Yes											
Improved sight distance/visibility Yes Elimination of potential conflict points Yes Reduced vehicular speed/volume Yes Reduce sidewalk crowding											
TRA Eligible Costs §103(a)(4) and Ineligible Costs §103(c)											
(B)(i) We certify the capital improvements in the TRA budget are publicly accessible and provide supportive amenities to cyclists, pedestrians, and transit riders (i.e. bike parking, bus shelter, benches, street trees, etc.) within the defined Project Area meeting the §102(c) or (d) transit requirements.						Budgeted	Cost Cap	Overage	Yes		
(B)(ii) Total amount of eligible TRA soft costs cannot exceed 10% of the total AHSC Program award.						\$0	\$2,926,995	\$0	Ok		
(B)(iv) Total amount of Activity Delivery Costs associated with the implementation of the Capital Project cannot exceed 10% of the costs associated with the Capital Project.						\$0	\$150,000	\$0	Ok		
(B)(v) Capital Project costs in budget that are required as a condition of local approval for the TRA?						No	If Yes, upload documentation below				
File Name	TRA Cap Project Costs	Documentation showing Capital Project costs are required as condition of local approval for TRA.				Uploaded to HCD?	N/A				
(C) Total combined requested grant amount for your STI Capital Projects and TRA Capital Projects cannot exceed \$10M?								Ok			
§103(c) We certify the AHSC TRA funded cost do not include any of the following ineligible costs:											
(1) Costs are not eligible if there is another feasible, available source of committed funding for the STI portion to be funded by AHSC or if the cost is incurred prior to the AHSC award;											
(2) Routine maintenance or operations of transportation infrastructure including the general transit fleet, not including maintenance or operations associated with AHSC funded transit service expansion, including expansion beyond service levels offered during the COVID-19 pandemic;											
(3) In lieu fees for local inclusionary housing programs;											
(4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs;											
(5) All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure);											
(6) Costs and fees associated with the ongoing provision of internet service.											
TRA Grant Terms §104(c)											
(1) We certify that the grant does not result in a profit that exceeds the commercially reasonable range for other improvements of similar size and level of risk.								Yes			
(2) We acknowledge that AHSC Program grant funds will be disbursed as reimbursed progress payments for eligible costs incurred after the execution of the Standard Agreement in the amount not to exceed the AHSC Program award of funds.								Yes			
(3) We acknowledge if the TRA Project includes multiple phases or developments, all entitlements and construction funding commitments for the first phase must be received prior to disbursement.								Yes			
TRA Threshold §106(a)											
(7) TRA Enforceable Funding Commitments (EFC): see Appendix A (t) - for an explanation of Enforceable Funding Commitments (EFC).											
# EFC	Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term - # of months	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC TRA Grant	State-HCD		\$1,500,000					
2											
3											
4											
5											
6											
7											
8											
9											
10											
\$0		<Total Committed Non-AHSC TRA Funds		TOTAL (must equal TRA Budget Amt)		\$1,500,000					
Provide a description of unusual or extraordinary circumstances that have resulted in higher than expected Project costs and provide a justification as to why these costs are reasonable.											
File Name	EFC TRA1; EFC TRA2; EFC TRA3		Supporting documentation for the 0 non-AHSC TRA funding commitments.					Uploaded to HCD?		N/A	

(8)(A) Applicant acknowledges completion and approval or adoption of all necessary environmental clearances for transportation components must be attained by initial disbursement of grant funds. Yes

NEPA: Is Federal funding proposed that will trigger NEPA requirements? Yes If Yes, enter date of "Authority to Use Grant Funds" 8/31/21

CEQA: Project approved "by-right"? No Is Project Categorically Exempt? No Negative Declaration Date: N/A Final EIR Date: 12/17/18

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

Project received CEQA clearance in 2018. Project is currently undergoing additional NEPA clearance to receive authority to use awarded federal grant funds and anticipates clearance 8/31/21.

File Name	TRA Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	Yes
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File Name	TRA Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.	Uploaded to HCD?	N/A
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(9) If applicable, provide a listing and status of all discretionary local land use entitlements and permits, excluding design review, required to complete each TRA Project that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents.

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

(11) Does applicant or Developer of Project have Site Control for each TRA Project? If yes, enter site control form and the most recent execution date below (Site Control Appendix Form of site control (See Site Control in Appendix A): Other (describe below) Most recent document execution date: N/A Yes

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

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

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

STIs will be constructed within public right-of-way owned by the city (applicant).

File Name	TRA Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	Yes
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(12)(A) Applicants must demonstrate prior experience by providing evidence of two prior TRA projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant during the ten years preceding the application due date. May demonstrate the requisite experience by using past experience of work completed of a Locality or Transportation Agency non-applicant so long as the applicant can provide an executed agreement with that specific Locality or Transportation Agency for the completion of the TRA components of the AHSC Project for which funding is sought.

(12) Which applicant demonstrates the prior experience noted below: City and County of San Francisco

	TRA Past Project #1	TRA Past Project #2
Project Name	Mission Valencia Green Gateway Streetscape Project	Potrero Avenue Roadway Improvement Project
Development Entity	SFMTA	SFMTA/San Francisco Public Works
Completion Date	2/28/17	12/31/17
Brief Description	Construction included raised, parking-separated cycletrack along northbound Valencia Street between Duncan Street and Cesar Chavez Street; construction of four sidewalk bulbouts; on-street parking reconfiguration on the eastern and western sides of Valencia Street between Cesar Chavez and Mission Streets. Improvements were coordinated with green infrastructure improvements by the SFPUC.	Improvements included pedestrian refuge islands, pedestrian bulbouts, continuous planted median, bidirectional green painted bicycle lanes, sidewalk widening, ADA-compliant curb ramps, transit signal priority improvements, and a red-painted transit only lane. Project included coordination with Public Works and Public Utilities to replace older water and sewer pipes while the streetscape was under construction.

File Name	Past Exp TRA1, Past Exp TRA2	Where the party making improvements funded by AHSC in not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Uploaded to HCD?	N/A
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(13) We certify as of the application date, the applicants or the TRA real property is not party to or the subject of any claim or action in the state or federal courts. Yes

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

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

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

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

File Name	TRA Ag Infill	Applicants seeking an exemption to the FMMP determination must demonstrate that the TRA site qualifies as an Infill Site (as defined in Appendix A).	Uploaded to HCD?	N/A
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(21)(A) If approval by a local public works department, or other responsible local agency is required for the Project, provide document below. I certify that the TRA improvements are consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. Yes

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

N/A

TRA Milestones

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

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

Capital Project Milestone Schedule	Date
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	N/A
Site Control of site(s) by proposed developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	8/31/21
Obtaining all necessary and discretionary public land use approvals.	N/A
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	N/A
Commencement of construction.	5/1/22
Construction completion and closeout.	5/1/24

Program funds fully disbursed.

12/1/24

Have all milestone dates been entered above?

Yes

The Kelsey Civic Center Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47688

4/27/21

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

Cost Category	ALL FUNDING SOURCES											Sources Total	Comments
	AHSC TRA Grant	0	0	0	0	0	0	0	0	0	0		
TRA BUDGET #1 - Folsom Streetscape Project													
Environmental review/studies												\$0	
Plan Specification and Estimates												\$0	
Right of way support costs												\$0	
Site or right of way acquisition for Cap. Improvement Project												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing												\$0	
Demolition												\$0	
Grading												\$0	
Soil Stabilization (Lime, etc.)												\$0	
Erosion/Weed Control												\$0	
Dewatering												\$0	
Other Site Preparation (Specify):												\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer												\$0	
Irrigation												\$0	
Storm Drain												\$0	
Detention Basin/Culverts												\$0	
Other Site Utilities (Specify):												\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base												\$0	
Asphalt Pavement												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Striping/Barricades (Bicycle Facilities)												\$0	
Signage												\$0	
Crossing and Traffic Signals												\$0	
Roundabouts, median islands or curb extensions												\$0	
Other traffic calming surface improvements												\$0	
Other Street Improvements (Specify):												\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)												\$0	
Sidewalk, Curb, and Gutter	\$1,097,255											\$1,097,255	
Street Lights												\$0	
Signage												\$0	
Signaling Prioritization Technology												\$0	
Boarding infrastructure												\$0	
Seating/Benches												\$0	
Bus/Transit Shelters	\$402,745											\$402,745	
Other ITS Technology												\$0	
Other Transit Station or Stop (Specify):												\$0	
Other Transit Station or Stop (Specify):												\$0	
Total Transit Station or Stop - Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	
Street Trees												\$0	
Bioswales												\$0	
Landscaping												\$0	
Other Urban Greening (Specify):												\$0	
Other Urban Greening (Specify):												\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Furniture												\$0	
Bicycle Repair Kiosks												\$0	
Bicycle Storage or Parking												\$0	
Drinking Fountains												\$0	

The Kelsey Civic Center Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47688

4/27/21

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

Cost Category	ALL FUNDING SOURCES											Sources Total	Comments
	AHSC TRA Grant	0	0	0	0	0	0	0	0	0	0		
Other Amenities (Specify):												\$0	
Other Amenities (Specify):												\$0	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee												\$0	
Provide Name of Impact Fee												\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):												\$0	
Other Activity Costs (Specify):												\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Reporting												\$0	
Vehicles												\$0	
Other Capital Costs (Specify):												\$0	
Other Capital Costs (Specify):												\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA #1 Budgeted Project Costs	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	

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

TRA BUDGET #2 -

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

The Kelsey Civic Center Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47688

4/27/21

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

Cost Category	ALL FUNDING SOURCES											Sources Total	Comments
	AHSC TRA Grant	0	0	0	0	0	0	0	0	0	0		
Signaling Prioritization Technology												\$0	
Boarding infrastructure												\$0	
Seating/Benches												\$0	
Bus/Transit Shelters												\$0	
Other ITS Technology												\$0	
Other Transit Station or Stop (Specify):												\$0	
Other Transit Station or Stop (Specify):												\$0	
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Trees												\$0	
Bioswales												\$0	
Landscaping												\$0	
Other Urban Greening (Specify):												\$0	
Other Urban Greening (Specify):												\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Furniture												\$0	
Bicycle Repair Kiosks												\$0	
Bicycle Storage or Parking												\$0	
Drinking Fountains												\$0	
Other Amenities (Specify):												\$0	
Other Amenities (Specify):												\$0	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee												\$0	
Provide Name of Impact Fee												\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):												\$0	
Other Activity Costs (Specify):												\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Reporting												\$0	
Vehicles												\$0	
Other Capital Costs (Specify):												\$0	
Other Capital Costs (Specify):												\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA #2 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

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

TRA BUDGET #3 -

Environmental review/studies												\$0	
Plan Specification and Estimates												\$0	
Right of way support costs												\$0	
Site or right of way acquisition for Cap. Improvement Project												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing												\$0	
Demolition												\$0	
Grading												\$0	
Soil Stabilization (Lime, etc.)												\$0	
Erosion/Weed Control												\$0	
Dewatering												\$0	
Other Site Preparation (Specify):												\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer												\$0	
Irrigation												\$0	
Storm Drain												\$0	

The Kelsey Civic Center Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47688

4/27/21

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

Cost Category	ALL FUNDING SOURCES											Sources Total	Comments
	AHSC TRA Grant	0	0	0	0	0	0	0	0	0	0		
Detention Basin/Culverts												\$0	
Other Site Utilities (Specify):												\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base												\$0	
Asphalt Pavement												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Striping/Barricades (Bicycle Facilities)												\$0	
Signage												\$0	
Crossing and Traffic Signals												\$0	
Roundabouts, median islands or curb extensions												\$0	
Other traffic calming surface improvements												\$0	
Other Street Improvements (Specify):												\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)												\$0	
Sidewalk, Curb, and Gutter												\$0	
Street Lights												\$0	
Signage												\$0	
Signaling Prioritization Technology												\$0	
Boarding infrastructure												\$0	
Seating/Benches												\$0	
Bus/Transit Shelters												\$0	
Other ITS Technology												\$0	
Other Transit Station or Stop (Specify): Aggregate Base												\$0	
Other Transit Station or Stop (Specify):												\$0	
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Trees												\$0	
Bioswales												\$0	
Landscaping												\$0	
Other Urban Greening (Specify):												\$0	
Other Urban Greening (Specify):												\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Furniture												\$0	
Bicycle Repair Kiosks												\$0	
Bicycle Storage or Parking												\$0	
Drinking Fountains												\$0	
Other Amenities (Specify):												\$0	
Other Amenities (Specify):												\$0	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee												\$0	
Provide Name of Impact Fee												\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):												\$0	
Other Activity Costs (Specify):												\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Reporting												\$0	
Vehicles												\$0	
Other Capital Costs (Specify):												\$0	
Other Capital Costs (Specify):												\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA #3 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.													
TOTAL TRANSPORTATION RELATED AMENITIES (TRA) BUDGET													
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

The Kelsey Civic Center Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47688

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

Cost Category	ALL FUNDING SOURCES											Comments	
	AHSC TRA Grant	0	0	0	0	0	0	0	0	0	0		Sources Total
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Transit Station or Stop - Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA Budgeted Project Costs	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	

PGM Project Summary §103(b)(1)

Programs include education, outreach and training programs for Active Transportation or transit ridership; air pollution exposure reduction; workforce development partnerships; and outreach, education, and subsidy to low-income residents for ZEV car sharing.

See cell comments. Complete all yellow cells for each Program.		Program Description	Address	City	Zip	County
PGM #1	Transit Ridership	Each of the 98 restricted units will be provided with one (1) discounted pass priced at no more than half of retail cost, for three years. Each card or pass will have a minimum value of 40 average commute length rides a month as determined by the transit agency.	240 Van Ness	San Francisco	94102	San Francisco
	Transit passes for residents					
Latitude: 37.778		Longitude: -122.419441	Select the Program Cost Type §103(b)(1): Program Creation			
PGM #2	Workforce Dev.	The Arc will provide Employment Services at its main service hub (pending social restrictions) at 1500 Howard Street in SoMa, onsite at our participants' job sites, and remotely via The Hub (www.thearcshub.org), a digital resource for our staff and participants to learn, connect, and access information and instructional content. By accessing The Hub, participants enrolled in Employment Services can continue to progress in their employment preparatory and vocational skills courses such as Employment 101, Social Skills for People with Autism, and Digital Literacy Skills throughout and beyond the pandemic.	1500 Howard St	San Francisco	94102	San Francisco
	The Arc - Employment services for disabled persons					
Latitude: 37.778		Longitude: -122.419441	Select the Program Cost Type §103(b)(1): Program Expansion			
PGM #3						
	Latitude:		Longitude:	Select the Program Cost Type §103(b)(1):		

PGM Eligible Costs §103(b) and Ineligible Costs §103(c) - eligible costs may include operational costs for programs for the term of the grant (3 years)

(1) Program Costs in Project include: Both Program creation and Expansion of existing programs to serve new populations or offer new program service and implementation
 Please briefly describe how the Program Operator will sustain the Program beyond the term of the AHSC standard agreement and funds.
 Beyond the three-year term of the grant, we will continue to offer our existing workforce development training program through funding from the Mayor's Office of Housing and Community Development, Wells Fargo Foundation, and the Gold Gate Regional Center.

	Budgeted less required transit passes/cards	Cost Cap	Overage	
(2) Total grant amount for Program Costs within a Project Area cannot exceed 30% of the funding request for the overall Project up to \$500,000 not including required transit passes/cards described in §106(a).	\$150,000	\$500,000	\$0	Ok

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

PGM Threshold §106(a)

(7) PGM Enforceable Funding Commitments (EFC) See AHSC Guidelines Appendix A - Definitions for an explanation of Enforceable Funding Commitments (EFC).

EFC #	Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term - # of months	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC PGM Grant	State-HCD		\$0	Transit Passes will not contribute to \$500k AHSC PGM cap.				
2											
3											
4											
5											
6											
7											
8											
9											
10											
\$0		<Total Committed Non-AHSC PGM Funds	TOTAL (must equal PGM Budget)			\$0					

Provide a description of unusual or extraordinary circumstances that have resulted in higher than expected Project costs and provide a justification as to why these costs are reasonable.

File Name	EFC PGM1, EFC PGM2, EFC PGM3	Supporting documentation for the 0 non-AHSC PGM funding commitments.	Uploaded to HCD?	N/A
(12) Demonstrate prior experience by providing evidence of two prior PGM projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant				
(12) Which applicant demonstrates the prior experience noted below: Mercy Housing California				
PGM Past Project #1			PGM Past Project #2	
Project Name				
Operating Entity				

Brief Description		
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Describe the prior experience of the Program Operator with operating similar successful programs.		
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(22) We certify the PGM is infeasible without AHSC Program funds, and other committed funds are not and will not be supplanted by AHSC Program funds.

Program Need and Readiness

Please briefly describe the proposed Program(s) Activity

Participants of this project will have access to the full suite of program interventions offered in The Arc's Employment Services: 1. Psycho-social & Situational assessment, 2. Education & internships, 3. Digital Literacy Training Services, 4. Job Development and Placement, and 5. Job Coaching. In addition to Employment Services, they will also have access to The Arc's wrap-around support services—Education, Independent Living & Residential, Health & Wellness, Arts, Recreation, & Socialization. The Arc believes that job and career success is contingent upon other basic needs being met. Support in the areas of socialization, health and wellness, and independent living skills contributes to our participants long-term success in

Who are the targeted users for the Program(s)?

The targeted users for program #1 are the low income residents at the Kelsey. The targeted users for #2 are adults with intellectual and development disabilities (IDD).

The Kelsey Civic Center Programs (PGM) PIN 47688

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What is the issue or need that the Program(s) is attempting to address, and how will it successfully address this issue or need?

Historically, persons with IDD have been excluded from the workforce due to bias against their capacities, leaving many to survive on public support of less than \$12,000 a year, well below the line of poverty. Such environmental stressors and social barriers only magnify the cognitive, medical, and behavioral symptoms persons with IDD experience as a result of their disabilities. As a group, they are chronically un/underemployed and under-resourced, have experienced a legacy of exclusion and continued barriers to opportunity, and many live in extremely low-income households in neighborhoods such as the South of Market (SoMa), Bayview Hunters Point, and Excelsior.

Describe additional design challenges and development costs incurred to meet the requirements of the Program.

The challenge of designing a program for adults with developmental disabilities requires the program operator to think differently about workforce development. The target population of the Arc's programming, adults with developmental disabilities, must focus on job readiness and immediate earnings instead of more career based programs like apprenticeships. Given the correlation between developmental disabilities and homelessness in the project area, this urgent push for immediate employment is justified and essential.

PGM Milestones

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

Program Milestone Schedule	Date
Program designed.	6/8/21
Program operator identified.	6/8/21
Obtaining all enforceable funding commitments.	6/8/21
Program operations start.	7/1/24
Identification and commitment of program operator and partners.	6/8/21
Completion of a business or a work plan.	6/8/21
Identification of ongoing support for operation costs beyond grant period.	6/8/21
Program funds fully disbursed	7/1/27
<i>Have all milestone dates been entered above?</i>	
	Yes

The Kelsey Civic Center Programs (PGM) Sources and Uses Budget PIN 47688

4/27/21

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

Cost Category	ALL FUNDING SOURCES											Sources Total	Comments	
	AHSC PGM Grant	0	0	0	0	0	0	0	0	0	0			
PGM BUDGET #1 - Transit passes for residents														
Direct Staff Cost 1 (Specify)													\$0	
Direct Staff Cost 2 (Specify)													\$0	
Direct Staff Cost 3 (Specify)													\$0	
Direct Staff Cost 4 (Specify)													\$0	
Direct Staff Cost 5 (Specify)													\$0	
Total Direct Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel													\$0	
Equipment													\$0	
Required Transit Passes/Cards (see cell comment)	\$119,952												\$119,952	
Other Transit Passes													\$0	
Supplies (Specify)													\$0	
Supplies (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Total Other Capital Costs	\$119,952	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$119,952	
Total PGM #1 Budgeted Project Costs	\$119,952	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$119,952	
PGM BUDGET #2 - The Arc - Employment services for disabled persons														
Direct Staff Cost 1 (Specify)													\$0	
Direct Staff Cost 2 (Specify)	\$150,000												\$150,000	
Direct Staff Cost 3 (Specify)													\$0	
Direct Staff Cost 4 (Specify)													\$0	
Direct Staff Cost 5 (Specify)													\$0	
Total Direct Staff Costs	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	
Travel													\$0	
Equipment													\$0	
Required Transit Passes/Cards (see cell comment)													\$0	
Other Transit Passes													\$0	
Supplies (Specify)													\$0	
Supplies (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Total Other Capital Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total PGM #2 Budgeted Project Costs	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	
PGM BUDGET #3 -														
Direct Staff Cost 1 (Specify)													\$0	
Direct Staff Cost 2 (Specify)													\$0	
Direct Staff Cost 3 (Specify)													\$0	
Direct Staff Cost 4 (Specify)													\$0	
Direct Staff Cost 5 (Specify)													\$0	
Total Direct Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel													\$0	
Equipment													\$0	
Required Transit Passes/Cards (see cell comment)													\$0	
Other Transit Passes													\$0	
Supplies (Specify)													\$0	
Supplies (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Total Other Capital Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total PGM #3 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL PROGRAM (PGM) BUDGET														
Total Direct Staff Costs	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Other Capital Costs	\$119,952	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$119,952	
Total PGM Budgeted Project Costs	\$269,952	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$269,952	

The Kelsey Civic Center Quantitative Policy Scoring §107 PIN 47688										4/27/21			
55 Points Max (points in blue shaded cells)										Total Quantitative Self Score	52.0		
Active Transportation Improvements §107(b) - 10 Points Max										9			
(1) Length of Context Sensitive Bikeways (PAM) - 2 points max													
Total length (in linear miles) of AHSC Funded Context Sensitive Bikeways (from STI worksheet):										1.30	2		
(2) Will Project link the AHD or Qualifying Transit Station or Stop to an existing bicycle network or a bicycle network identified in an official public planning document? The existing or planned bicycle network must be directly linked by a new AHSC funded Context Sensitive Bikeway that has an entry point within one quarter mile of either the AHD or Qualifying Transit Station or Stop. The existing or planned bicycle network does not have to be comprised of Context Sensitive Bikeways. - 1 point													
File Name	Bicycle Network Connectivity	Identify the Project component that links the AHD or Qualifying Transit Station or Stop to a bicycle network on the Transit Service Map (from Overview worksheet). Upload the official public planning document including map showing connectivity.								Uploaded to HCD?	Yes		
(3) Barriers to safe access of bicycle routes - 2 points max (one point for each)													
Select how Project will address safe access of routes:										Eliminate potential conflict points	Eliminate potential conflict points	2	
File Name	Safe Bicycle Routes	Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic conditions and traffic projections from a Public Agency; photos of existing conditions that demonstrate existing problems with the bikeway; or a letter from a Public Agency that explains the current problems with the bikeway, and how the proposed improvement will fix it.								Uploaded to HCD?	Yes		
(4) Length of Safe and Accessible Walkways (PAM) - 2 points max													
Total length (in linear feet) of STI new or replaced sidewalks and TRA sidewalks improved (from STI & TRA worksheets):										3,188	2		
(5) Pedestrian Crossing point that directly links two pedestrian networks - 1 point													
Pedestrian crossing point within the Project Area that directly links two pedestrian networks that are unlinked for one quarter mile:										none	0		
File Name	Pedestrian Network Connectivity	PAM - identify a pedestrian crossing point that directly links two pedestrian networks that are unlinked for one quarter mile along a walkable route.								Uploaded to HCD?	N/A		
(6) Barriers to safe access of pedestrian routes - 2 points max (one point for each)													
Select how Project will address safe access of routes:										Eliminate potential conflict points	Eliminate potential conflict points	2	
File Name	Safe Pedestrian Routes	Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic conditions and traffic projections from a Public Agency; photos of existing conditions that demonstrate existing problems with the walkway; or a letter from a Public Agency that explains the current problems with the walkway, and how the proposed improvement will fix it.								Uploaded to HCD?	Yes		
Green Buildings and Renewable Energy §107(c) - 10 Points Max										10			
(1) Green Building Status - 3 points										3			
Green building status beyond State mandatory building code requirements as verified:										Green Point Rated New Construction: Gold			
File Name	Green Building Status	Provide signed letter from a certified LEED Green rater, certified Green Point rater, or licensed engineer stating the green building status.								Uploaded to HCD?	Yes		
(2) AHD or Mixed Use Development powered entirely through electricity - 7 points max													
Identify the Project's level of electric design:										Project will be powered entirely through electricity with no connections to natural gas infrastructure.		7	
File Name	Electric Design	Document the AHD or Mixed Use Development will contain the level of electricity stated above.								Uploaded to HCD?	Yes		
Housing and Transportation Collaboration §107(d) - 9 Points Max										8			
(1) STI Funds Requested as percentage of Total AHSC Requested - 6 points max													
AHD & HRI Requested:		\$20,000,000	STI Requested:		\$7,500,000	Total AHSC Funds Requested:		\$29,269,952	STI funds Requested as % of Total AHSC Requested:		26%	6	
(2) TRA Funds Requested (at or not at Transit Station or Stop) as percentage of Total AHSC Requested - 2 points max													
TRA Req:	\$1,500,000	TRA (Transit Station or Stop)		\$1,500,000	Total AHSC Funds Requested:		\$29,269,952	TRA (Transit Station/Stop) Funds Req as % of Total AHSC Req:		5%	TRA Funds Requested as % of Total AHSC Requested:	5%	2
(3a) Funding from other Greenhouse Gas Reduction Fund (GGRF) Program, which directly benefit or contribute to Project's development - 1 point max or see (3b) below													
GGRF Program Project has received funding from:										none		Funding Amount:	0
File Name	GGRF Fund Evidence	Provide proof of funding: Notice of Final award (must include amount of program funding awarded and date of award), or documentation detailing how the funds received from said Program will contribute to the development of the AHSC Project.								Uploaded to HCD?	N/A		
(3b) Within environmentally cleared High Speed Rail Station Planning Area - 1 point max													
Is Project within environmentally cleared High Speed Rail Station Planning Area?										No		0	
File Name	High Speed Rail Area	Document Project being within environmentally cleared High Speed Rail Station Planning Area.								Uploaded to HCD?	N/A		
Location Efficiency and Access to Destinations §107(e) - 6 Points Max										6.0			
(1) Location Efficiency - Walkability - 3 points max Enter Project address (or Project's center most point if no specific address) on US EPA Walkability Index to determine Walkability.													
Project address or corridor:		240 Van Ness San Francisco CA 94102						Walkability Index:		Most Walkable		3	
(2) Location Efficiency to Key Destinations (PAM) - .333 points each; 3 points max (for each item below, answer Yes or No as to if these Key Destinations are within 1/2 mile of the AHD)													
Grocery store-meets CalFresh requirements:		Yes	Licensed child care facility:		Yes	Public library:		Yes	Bank or Post Office:		Yes	3.0	
Medical clinic-accepts Medi-Cal payments:		Yes	Pharmacy:		Yes	Office park:		No	Place of Worship:		Yes		
Public elementary, middle or high school:		Yes	Park-accessible to general public:		Yes	University or junior college:		No					
Funds Leveraged §107(f) - 4 Points Max										3			
Non-AHSC Enforceable Funding Commitments (EFC):		\$52,886,726	AHSC Funds Requested:		\$29,269,952	Non-AHSC EFCs as a % of AHSC Requested:		181%					
Anti-Displacement Strategies §107(g) - 6 Points Max										6			
(1) Projects that either implement strategies or programs, or are located in jurisdictions with policies, strategies or programs that currently exist to prevent the displacement of local community residents from the area surrounding the Project - 1 point per strategy - 4 points max										# of Strategies Implemented		4	4
<i>Strategies Voluntarily Implemented by Applicant (select "Yes" for each strategy implemented). These Strategies must be funded by the AHSC Applicant.</i>													
Funding a community multi-lingual tenant legal counseling service. These funds do not need to be supplied by AHSC.												No	
Affirmative marketing strategies or plans targeting nearby neighborhoods, a Disadvantaged Community or a Low-Income Community.												No	
Funding a community based organization with a history of working in the local community to conduct displacement prevention work. These funds do not need to be supplied by AHSC. The application must include an executed agreement between the community based organization and applicant identifying the outcomes of the funded work.												No	
File Name	Community Based Org Agrmnt	Executed agreement between the community based organization and applicant identifying the outcomes of the funded work.								Uploaded to HCD?	N/A		
<i>Strategies Implemented by Local Jurisdiction (select "Yes" for each strategy implemented). These Strategies will only be awarded points if these policies are within local code or are ongoing programs of the local jurisdiction. All actions may only qualify for a single strategy. Strategies or programs must exceed State minimum standards. Local ordinances that match or exceed legal provisions such as tenant protection laws adopted in response to COVID-19 or those included under Government Code 66300 (Housing Crisis Act of 2019) may count for points in this section so long as they are not temporary.</i>													
Replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies on sites identified pursuant to Gov. Code §65583.2(g)(3).												No	
Rent stabilization programs beyond what is required by California Civil Code 1946.2.												Yes	
Just cause eviction or other efforts improving tenant stability beyond what is required by California Civil Code 1946.2.												Yes	
Policies to preserve Single Room Occupancy (SRO) housing or mobile home parks.												Yes	
Condominium conversion restrictions.												Yes	

The Kelsey Civic Center Quantitative Policy Scoring §107 PIN 47688

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Land banking programs actively receiving funding with a cumulative value of at least \$1,000,000. If Yes, provide details below.						No		
For each land banking program totalling at least \$1,000,000 in allocations, enter the program name followed by program type.								
Community benefit zoning and/or other land value recapture strategy.						No		
Rent review board and/or mediation, foreclosure assistance, or multi-lingual tenant legal counseling services.						No		
Policies to facilitate the development of new accessory dwelling units.						No		
Density bonus ordinances that expand on state replacement requirements						No		
File Name	Anti-Displacement Resident	Document each strategy or program and how it relates to the AHSC Project; how strategies exceed state requirements, if applicable; and who will implement any strategies under "Voluntarily Implemented by Applicants" and how they will do so.			Uploaded to HCD?	Yes		
(2) Projects demonstrating policies, strategies or programs that either currently exist or will be implemented through this Project to prevent the displacement of locally-owned businesses from the area surrounding the Project. One point will be given for a policy, strategy, or program that either currently exists or is newly implemented through this Project. Two points will be given for two policies, strategies, or programs, either as one currently existing and one newly implemented through this Project, or both newly implemented through this Project. - 1 point per strategy - 2 points max				Number of Existing Strategies:	1	Number of Newly Implemented Strategies:	1	2
N/A	Implementation of an overlay zone to protect and assist small businesses	Existing Strategy	Establishment of a small business advocate office and single point of contact for every small business owner					
N/A	Creation and maintenance of a small business alliance	Will be Implemented	Increased visibility of the jurisdiction's small business assistance programs					
N/A	Formal program to ensure that some fraction of a jurisdiction's purchases of goods and services come from local businesses	N/A	Prioritization of Minority and Women Business Enterprises (MWBE) for public contracting					
File Name	Anti-Displacement Business	Document who is responsible for each strategy, policy, or program claimed and include either a brief explanation or a web link to the Applicant/Local Jurisdiction's implementation or requirement of the strategy, policy, or program.			Uploaded to HCD?	Yes		
Local Workforce Development & Hiring Practices §107(g) - 3 Points Max						3		
(3) Projects that implement at least one workforce development strategy - 1.5 points per strategy, projects in which every AHSC project component cannot legally implement local hire or workforce development strategies must include an explanation detailing these barriers in order to receive full points.					# of Strategies	2		
A. Funding workforce development organization that has a track record of success serving disadvantaged populations and can demonstrate significant job placement rates for trainees from Disadvantaged Communities.						Yes		
File Name	Workforce Strategy A, B, C, D	Document each workforce development strategy including the name of the organization(s) they are partnering with, the demographic data on the population they serve, and a written agreement that details the partnership strategy or policy undertaken and its outcomes.			Uploaded to HCD?	Yes		
B. Funding a partnership with a workforce development board that has a track record of success serving disadvantaged populations and can demonstrate significant job placement rates for trainees from Disadvantaged Communities.						No		
File Name	Workforce Development	Must submit program metrics detailing the demographics and numbers of individuals recruited, trained, and placed into state-certified apprenticeships or related jobs.			Uploaded to HCD?	N/A		
C. Project is bound by a Skilled and Trained workforce commitment.						No		
File Name	Skilled Workforce	A letter of intent letter of intent between the developer and the certified apprenticeship program outlining the mechanism to deliver on the term of that commitment.			Uploaded to HCD?	N/A		
D. Projects that have developed a Project labor or community workforce agreement.						No		
File Name	Workforce Agreement	Provide agreements, including a plan to pull a defined set of pre-apprentices from local programs with close and demonstrable connections to state-certified apprenticeships.			Uploaded to HCD?	N/A		
E. Projects that are located in jurisdictions with local hire ordinances that directly apply to the Project.						Yes		
File Name	Workforce Local Hires	Documentation of those requirements and a concrete plan to comply, including a specific number of targeted workers or apprenticeships to be hired, the mechanism for doing so, and the programs from which they will be pulled.			Uploaded to HCD?	Yes		
Housing Affordability §107(h) - 5 Points Max						5		
Total AHD Units Restricted to Extremely Low Income (ELI) Households:		30	Total AHD Units:	112	ELI Restricted AHD Units as a % of Total AHD Units:	27%		
Programs §107(i) - 2 Points Max						2		
(1) AHSC Funded Eligible Program - 1 point								
Proposed Eligible Program:	Workforce Development Programs					1		
(2) Applicant Provided Program Documentation - 1 point (if Yes, attach documentation)								
Program Operator will sustain the program beyond the term of the AHSC Program grant (three years)?					Yes	1		
File Name	Program Continuation	Document showing how the Program Operator will sustain the program beyond the term of the AHSC Program grant (three years).			Uploaded to HCD?	Yes		

The Kelsey Civic Center Narrative-Based Scoring §107(k)(l)(m)(n) - 15 Points Max PIN 47688

4/27/21

For this section, applicants must include a PDF attachment of a write-up that addresses the following questions and prompts below and in the Guidelines. Please include the bordered headers listed below for each section of the write-up; the questions should not be re-stated in the write-up. The total write-up may not exceed six pages, not including required documentation, 11 point font minimum. Ensure that all relevant information for each section is included either in the response for that section, or the required documentation for that section.

File Name	Narrative	Provide a response to each prompt listed below. Each prompt is designated by *Narrative. The responses must be uploaded as a PDF and must not exceed 6 pages. See Narrative Scoring Rubric document for guidance in completing Narratives.	Uploaded to HCD?	Yes
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Collaboration & Planning - §107(k) - 4 Points

(1) Local Planning Efforts *Narrative
Identify what local planning efforts the Project implements, and if applicable, describe what particular components of the Project are derived from a local plan. Explain how local government agencies were involved in the process of creating the Project. Refer to Section 107(m)(1) of the Guidelines for further guidance.

File Name	Local Planning Efforts	Indicate the applicable section or elements of the local planning document Project will implement.	Uploaded to HCD?	Yes
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(2) Housing and Transportation Collaboration *Narrative
Describe the relationship between the joint-applicants or partners that worked together to create the proposed AHSC Project. Explain the process involved in coming together to create a larger version for the Project Area (PAM). Describe the integration of housing, transportation, and urban greening infrastructure components in creating a cohesive Project.

File Name	Site Plan & Project Map	Provide a site plan and Project area map (or context plan) detailing housing and transportation collaboration.	Uploaded to HCD?	Yes
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Community Benefits & Engagement - §107(l) - 6 Points

(1) Community Engagement and Leadership *Narrative
Describe how community-based organizations and local residents have been meaningfully involved in the visioning and development of this Project. Explain in which stage(s) of the process community members and CBOs have been and will be engaged. Describe efforts to involve Disadvantaged and/or Low-Income Community residents, including how meetings were advertised and made accessible.

File Name	Community Tracker	Provide a completed AHSC Round 6 Community Engagement Tracker.	Uploaded to HCD?	Yes
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(2) Addressing Community Needs *Narrative
Demonstrate how the proposed AHSC Project meets one or more identified community needs, articulating how these needs were identified (e.g. through the community engagement process, a local needs assessment, as part of a local health department plan or other city/county plan, etc.). Address community needs beyond the provisions of housing and transportation. For projects located in a **Disadvantaged Community** or **Low-Income Community**, applicants are also encouraged to cite top burdens from their CalEnviroScreen 3.0 score as community needs that their projects will address. For all Projects, applicants are encouraged to cite key factors contributing to less healthy community conditions from their Healthy Places Index score as community needs that their Project will address.

File Name	Community Needs	Letter of support from local community-based, grassroots organization describing the community engagement process and how feedback from local residents was incorporated into the Project.	Uploaded to HCD?	Yes
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Community Climate Resiliency - §107(m) - 3 Points

(1) Climate Adaptation Assessment Matrix
Fill out the Climate Adaptation Assessment Matrix (link below) with climate Projections for the listed impacts and with technical descriptions of adaptive measures to be employed. If the Project is considering climate Projections from data sources besides those listed below, state where the data are from and if they use different assumptions (e.g. time horizon).

File Name	Climate Matrix	AHSC Round 6 Climate Adaptation Assessment Matrix.	Uploaded to HCD?	Yes
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(2) Climate Adaptation *Narrative
Describe how the risk posed from changing climate conditions will be reduced by strategies listed in the Climate Adaptation Assessment Matrix. Consider the lifetime of Project elements, risks posed by changing climate conditions, and consequences of those risks (impacts to occupant health and safety, structural integrity, heating and cooling systems, etc.). If your local city or county has added adaptation measures to the General Plan or other local planning documents, describe how the Project conforms to the implementation of that plan (Government Code section 65302(g)(4)), requires cities and counties to incorporate climate considerations in the Safety Element of the General Plan or other local plan or document by January 1, 2022). Separate responses according to climate impacts.

Community Air Pollution Exposure Mitigation §107(n) - 2 Points Max

(1) Air Pollution Exposure Mitigation Strategies *Narrative
Air Pollution Exposure Mitigation Strategies: Identify pollutants of concern and/or known sources of pollution affecting the Project Area. Report the PM2.5, Diesel PM, Toxic Releases to Air, and Traffic Density percentiles as described in CalEnviroScreen 3.0 for the census tract in which the Project will be sited.* Describe how air pollution mitigation strategies are utilized in the design of the Project, how they were selected, and how they address pollution sources.

Overview worksheet Uploads

FAAST FILE:	AB1550	Applicable CARB Priority Population Benefit Criteria Tables.	Uploaded to HCD?	Yes
FAAST FILE:	Project Area Map	Items marked with (PAM) in this application must be identified on the Project Area Map (PAM). This includes Quantitative Policy Scoring worksheet Active Transportation Improvements §107(b)(1), (4) & (5) and Location Efficiency and Access to Destinations §107(e)(2). Narrative Based Policy worksheet Collaboration & Planning §107(m)(2) must also be identified on the PAM. Refer to the Project Area Mapping Guidance.	Uploaded to HCD?	Yes
FAAST FILE:	Transit Service Map	Transit Service Map supporting the Qualifying Transit. Quantitative Policy Scoring worksheet Active Transportation Improvements §107(b)(2) must also be identified on the Map. Refer to the Project Area Mapping Guidance.	Uploaded to HCD?	Yes
FAAST FILE:	Transit Service Schedule	All documentation transit service schedule supporting the transit service area. All transit service schedules should be uploaded to "Transit Service Schedule" as one document.	Uploaded to HCD?	Yes
FAAST FILE:	MPO Support Doc	Document from MPO identified in cell Y9 above confirming consistency with SCS or similar sustainable planning document in non-MPO regions, per §106(a).	Uploaded to HCD?	Yes
FAAST FILE:	SCS or Equiv Regional Plan	Indicate the applicable section or elements of the SCS or equivalent regional plan detailing regional government involvement.	Uploaded to HCD?	Yes
FAAST FILE:	Reloc Plan	Applicants must provide a Relocation Plan or documentation supporting no relocation.	Uploaded to HCD?	Yes
FAAST FILE:	Hsng Element Letter	A jurisdiction's current housing element status is obtainable thru HCD's website	Uploaded to HCD?	Yes
FAAST FILE:	Indian Tribe	If applicable, for all Federally recognized Indian Tribe Applicants, upload documentation to support requirements as described in Appendix B.	Uploaded to HCD?	N/A
FAAST FILE:	STI TRA Agrmnt	If applicable, an applicant may provide an executed agreement with a specific Locality or transportation agency non-applicant for the completion of STI or TRA components for which funding is sought.	Uploaded to HCD?	N/A
FAAST FILE:	App1 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 OrgDoc1, App1 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	Yes
FAAST FILE:	App2 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 OrgDoc1, App2 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	App2 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	App2 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	App2 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	N/A
FAAST FILE:	App2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	N/A
FAAST FILE:	App3 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	
FAAST FILE:	App3 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App3 OrgDoc1, App3 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App3 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App3 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App3 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App3 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App3 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	
FAAST FILE:	App3 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	
FAAST FILE:	App4 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 OrgDoc1, App4 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	
FAAST FILE:	App4 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	
FAAST FILE:	App5 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 OrgDoc1, App5 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	
FAAST FILE:	App5 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	
FAAST FILE:	Owner Cert & Legal	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner OrgDoc1, OrgDoc2, etc...	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner FISCAL TIN Form	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	Owner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner Cert & Legal	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner Reso	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes

FAAST FILE:	Managing General Partner Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner TIN	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	Managing General Partner Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	N/A
FAAST FILE:	Co-General Partner Cert & Legal	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Co-General Partner Reso	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Co-General Partner OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Co-General Partner OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Co-General Partner Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Co-General Partner Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Co-General Partner TIN	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	Co-General Partner Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	Co-General Partner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	N/A
FAAST FILE:	MGP2 Cert & Legal	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	MGP2 Reso	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	MGP2 OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	MGP2 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	MGP2 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	MGP2 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	MGP2 TIN	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	MGP2 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	MGP2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	Yes
Certification and Legal				
FAAST FILE:	Cert & Legal Explanation	Letter of explanation for any "Yes" answers or red shaded items above.	Uploaded to HCD?	N/A
AHD-HRI				
FAAST FILE:	Net Density Verification	Letter and sealed site map certified by a California State-licensed professional (e.g., an engineer, surveyor, or landscape architect) confirming the net density.	Uploaded to HCD?	Yes
FAAST FILE:	Cap Improvements Req	Documentation from a Locality, transit agency or special district that capital improvements are required	Uploaded to HCD?	N/A
FAAST FILE:	SFH Lease Addendum	§106(a)(5) Smoke Free Housing Lease Addendum, must be submitted prior to construction close.	Uploaded to HCD?	N/A
FAAST FILE:	AHD Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	Yes
FAAST FILE:	AHD Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.	Uploaded to HCD?	N/A
FAAST FILE:	AHD Market Study	Provide a completed market study prepared within one year of the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	AHD Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	Yes
FAAST FILE:	AHD Preliminary Title Report	PTR, that is no more than 6 months old for the AHD Project.	Uploaded to HCD?	Yes
FAAST FILE:	Past Exp AHD1, Past Exp AHD2	Certificates of Occupancy for two recently completed affordable housing developments.	Uploaded to HCD?	Yes
FAAST FILE:	AHD No Ag	Demonstrate the AHD site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes
FAAST FILE:	AHD Ag Infill	Applicants seeking an exemption to the FMMP determination must demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A).	Uploaded to HCD?	N/A
FAAST FILE:	HRI Environmental	Copy of all environmental reports and clearances (e.g. EIR, Phase 1 Notice of Exemption).	Uploaded to HCD?	N/A
FAAST FILE:	HRI Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.	Uploaded to HCD?	N/A
FAAST FILE:	HRI Market Study	Completed market study prepared within one year of the application due date.	Uploaded to HCD?	
FAAST FILE:	HRI Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	N/A
FAAST FILE:	Past Exp HRI1, Past Exp HRI2	Certificates of Occupancy for two recently completed affordable housing developments.	Uploaded to HCD?	N/A
FAAST FILE:	HRI No Ag	Demonstrate the HRI site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	N/A
FAAST FILE:	HRI Ag Infill	Demonstrate that HRI Project site qualifies as an Infill Site (as defined in Appendix A).	Uploaded to HCD?	N/A
FAAST FILE:	HRI Local Approvals	Statement from entity indicating the HRI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.	Uploaded to HCD?	N/A
FAAST FILE:	Article XXXIV Attorney Opinion	Demonstrate legal requirements of Article XXXIV and relevant Project facts have been considered.	Uploaded to HCD?	N/A
FAAST FILE:	Article XXXIV Authority	Copy of document providing Authority.	Uploaded to HCD?	N/A
FAAST FILE:	Tax Credit Reservation	If the Project has already received a tax credit reservation, upload documentation.	Uploaded to HCD?	N/A
Max Funds & Unit Mix				
FAAST FILE:	Utility Allowance	Local housing authority document showing current utility allowance chart, with relevant components circled.	Uploaded to HCD?	Yes
Dev Sources				
FAAST FILE:	EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc.	Documentation for the 0 non-TCAC & non-AHSC AHD & HRI funding commitments.	Uploaded to HCD?	Yes
STI				
FAAST FILE:	STI Cap Project Costs	Documentation showing Capital Project costs are required as a condition of local approval for STI.	Uploaded to HCD?	N/A
FAAST FILE:	EFC STI1; EFC STI2; EFC STI3; etc.	Supporting documentation for the 0 non-AHSC STI funding commitments.	Uploaded to HCD?	N/A

FAAST FILE:	STI Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	Yes
FAAST FILE:	STI Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.	Uploaded to HCD?	N/A
FAAST FILE:	STI Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	Yes
FAAST FILE:	Past Exp STI1, Past Exp STI2	Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Uploaded to HCD?	N/A
FAAST FILE:	STI No Ag	Demonstrate the STI site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes
FAAST FILE:	STI Ag Infill	Applicants seeking an exemption to the FMMP determination must demonstrate that the STI site qualifies as an Infill Site (as defined in Appendix A).	Uploaded to HCD?	N/A
FAAST FILE:	STI Local Approvals	Statement from entity indicating the STI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.	Uploaded to HCD?	Yes
TRA				
FAAST FILE:	TRA Cap Project Costs	Documentation showing Capital Project costs are required as condition of local approval for TRA.	Uploaded to HCD?	N/A
FAAST FILE:	EFC TRA1; EFC TRA2; EFC TRA3; etc.	Supporting documentation for the 0 non-AHSC TRA funding commitments.	Uploaded to HCD?	N/A
FAAST FILE:	TRA Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	Yes
FAAST FILE:	TRA Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.	Uploaded to HCD?	N/A
FAAST FILE:	TRA Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	Yes
FAAST FILE:	Past Exp TRA1, Past Exp TRA2	Where the party making improvements funded by AHSC in not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Uploaded to HCD?	N/A
FAAST FILE:	TRA No Ag	Demonstrate TRA site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes
FAAST FILE:	TRA Ag Infill	Applicants seeking an exemption to the FMMP determination must demonstrate that the TRA site qualifies as an Infill Site (as defined in Appendix A).	Uploaded to HCD?	N/A
FAAST FILE:	TRA Local Approvals	Statement from entity indicating the TRA Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.	Uploaded to HCD?	Yes
PGM				
FAAST FILE:	EFC PGM1, EFC PGM2, EFC PGM3	Supporting documentation for the 0 non-AHSC PGM funding commitments.	Uploaded to HCD?	N/A
Quantitative Policy				
FAAST FILE:	Bicycle Network Connectivity	Identify the Project component that links the AHD or Qualifying Transit Station or Stop to a bicycle network on the Transit Service Map (from Overview worksheet). Upload the official public planning document including map showing connectivity.	Uploaded to HCD?	Yes
FAAST FILE:	Safe Bicycle Routes	Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic conditions and traffic projections from a Public Agency; photos of existing conditions that demonstrate existing problems with the bikeway; or a letter from a Public Agency that explains the current problems with the bikeway, and how the proposed improvement will fix it.	Uploaded to HCD?	Yes
FAAST FILE:	Pedestrian Network Connectivity	PAM - identify a pedestrian crossing point that directly links two pedestrian networks that are unlinked for one quarter mile along a walkable route.	Uploaded to HCD?	N/A
FAAST FILE:	Safe Pedestrian Routes	Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic conditions and traffic projections from a Public Agency; photos of existing conditions that demonstrate existing problems with the walkway; or a letter from a Public Agency that explains the current problems with the walkway, and how the proposed improvement will fix it.	Uploaded to HCD?	Yes
FAAST FILE:	Green Building Status	Provide signed letter from a certified LEED Green rater, certified Green Point rater, or licensed engineer stating the green building status.	Uploaded to HCD?	Yes
FAAST FILE:	Electric Design	Document the AHD or Mixed Use Development will contain the level of electricity stated above.	Uploaded to HCD?	Yes
FAAST FILE:	GGRF Fund Evidence	Provide proof of funding: Notice of Final award (must include amount of program funding awarded and date of award), or documentation detailing how the funds received from said Program will contribute to the development of the AHSC Project.	Uploaded to HCD?	N/A
FAAST FILE:	High Speed Rail Area	Document Project's location within environmentally cleared High Speed Rail Station Planning Area.	Uploaded to HCD?	N/A
FAAST FILE:	Community Based Org Agmnt	Executed agreement between the community based organization and applicant identifying the outcomes of the funded work.	Uploaded to HCD?	N/A
FAAST FILE:	Anti-Displacement Resident	Document each strategy or program and how it relates to the AHSC Project; how strategies exceed state requirements, if applicable; and who will implement any strategies under "Voluntarily Implemented by Applicants" and how they will do so.	Uploaded to HCD?	Yes
FAAST FILE:	Anti-Displacement Business	Document who is responsible for each strategy, policy, or program claimed and include either a brief explanation or a web link to the Applicant/Local Jurisdiction's implementation or requirement of the strategy, policy, or program.	Uploaded to HCD?	Yes
FAAST FILE:	Workforce Strategy A, B, C, D	Document each workforce development strategy including the name of the organization(s) they are partnering with, the demographic data on the population they serve, and a written agreement that details the partnership strategy or policy undertaken and its outcomes.	Uploaded to HCD?	Yes
FAAST FILE:	Workforce Development	Must submit program metrics detailing the demographics and numbers of individuals recruited, trained, and placed into state-certified apprenticeships or related jobs.	Uploaded to HCD?	N/A
FAAST FILE:	Skilled Workforce	A letter of intent letter of intent between the developer and the certified apprenticeship program outlining the mechanism to deliver on the term of that commitment.	Uploaded to HCD?	N/A
FAAST FILE:	Workforce Agreement	Provide agreements, including a plan to pull a defined set of pre-apprentices from local programs with close and demonstrable connections to state-certified apprenticeships.	Uploaded to HCD?	N/A
FAAST FILE:	Workforce Local Hires	Documentation of those requirements and a concrete plan to comply, including a specific number of targeted workers or apprenticeships to be hired, the mechanism for doing so, and the programs from which they will be pulled.	Uploaded to HCD?	Yes
FAAST FILE:	Program Continuation	Document showing how the Program Operator will sustain the program beyond the term of the AHSC Program grant (three years).	Uploaded to HCD?	Yes
Narrative Policy				
FAAST FILE:	Narrative	Provide a response to each prompt listed below. Each prompt is designated by *Narrative. The responses must be uploaded as a PDF and must not exceed 6 pages. See Narrative Scoring Rubric document for guidance in completing Narratives.	Uploaded to HCD?	Yes
FAAST FILE:	Local Planning Efforts	Indicate the applicable section or elements of the local planning document Project will implement.	Uploaded to HCD?	Yes
FAAST FILE:	Site Plan & Project Map	Provide a site plan and Project area map (or context plan) detailing housing and transportation collaboration.	Uploaded to HCD?	Yes
FAAST FILE:	Community Tracker	Provide a completed AHSC Round 6 Community Engagement Tracker.	Uploaded to HCD?	Yes
FAAST FILE:	Community Needs	Letter of support from local community-based, grassroots organization describing the community engagement process and how feedback from local residents was incorporated into the Project.	Uploaded to HCD?	Yes
FAAST FILE:	Climate Matrix	AHSC Round 6 Climate Adaptation Assessment Matrix.	Uploaded to HCD?	Yes
GHG & Co-Benefits Quantification				

FAAST FILE:	GHG Benefits Calculator Tool	Completed AHSC Benefits Calculator Tool, with worksheets applicable to the project and all fields in the GHG Summary and Co-benefits Summary tabs populated. Click here for instructional video.	Uploaded to HCD?	Yes
FAAST FILE:	GHG Affordable Housing	Documentation of affordable housing development inputs, including the following: - Number and type of dwelling units; - Number of affordable unit (per Guidelines definition); - Number of stories; and - Net density	Uploaded to HCD?	Yes
FAAST FILE:	GHG Distance to CBD	Map documenting distance to central business district, determined using the CARB tool available at: www.arb.ca.gov/cc/capandtrade/auctionproceeds/kml/jobcentermap.htm	Uploaded to HCD?	Yes
FAAST FILE:	GHG Mixed-Used Development	Documentation of mixed-use development inputs, including proposed uses and total areas of each type of space	Uploaded to HCD?	Yes
FAAST FILE:	GHG Parking	Documentation of parking inputs, including the following: - Number of residential parking spaces; and - Calculations of unbundled monthly parking cost	Uploaded to HCD?	Yes
FAAST FILE:	GHG Transit Subsidy	Documentation of transit subsidy program, including the following: - Number of dwelling units to receive transit subsidies; - Type and annual value of transit subsidies to residents; and - Number of years for which subsidies will be funded	Uploaded to HCD?	Yes
FAAST FILE:	GHG Average Daily Traffic	Documentation of average daily traffic for the street parallel to each proposed bicycle or pedestrian facility	Uploaded to HCD?	Yes
FAAST FILE:	GHG Bike Share	Letter from bike share partner (on bike share organization letterhead and signed by bike share organization staff) documenting the following: - Calculations of number of bike share trips per year, bicycle energy use, and avg. cost per trip	Uploaded to HCD?	N/A
FAAST FILE:	GHG Transit Component (Submit documentation for each service or capital improvement and number according to order on Transit Inputs tab)	Letter from transit agency partner (on transit agency letterhead and signed by transit agency staff) documenting the following for each new or expanded service or capital improvement: - Type of service, vehicle, fuel, and engine; - Days of operation; - Adjustment factor and length of average auto trip reduced, if different from default; - Tolls avoided & parking costs at transit facility; & - Calculations of increase in ridership & vehicle miles traveled or fuel consumption of transit vehicle	Uploaded to HCD?	Yes
FAAST FILE:	GHG Transit Map	Map documenting new or expanded transit routes or capital improvements	Uploaded to HCD?	Yes
FAAST FILE:	GHG PVWatts Results	PVWatts Calculator results spreadsheet, generated via pvwatts.nrel.gov/	Uploaded to HCD?	Yes
FAAST FILE:	GHG Solar PV System	Documentation of solar PV system, including the following: - Number of solar PV panels; - Watts per panel	Uploaded to HCD?	Yes
Project Area Map Data Layers (Optional)				
FAAST FILE:	Project Area Map Data Layers	Optional: In a single file or as multiple files, provide the mapping data layers used to create the Project Area Map. Acceptable file formats include: ArcGIS--geodatabase (.gdb), layer package (.lpx), map package (.mpk), zipped shapefile (including the .shp, .dbf, .prj and .shx files) ; Google Maps or Google Earth (.kml or .kmz); and geojson and csv files for location data.	Uploaded to HCD?	N/A

Application Development Team (ADT) Support Form

4/27/21

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

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

Justification:

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	AHSC							
2	AHSC							
3	AHSC							
4	AHSC							
5	AHSC							
6	AHSC							
7	AHSC							
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25	AHSC							

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

ROUND 6
FY 2019-2020 PROGRAM GUIDELINES



CALIFORNIA STRATEGIC
GROWTH COUNCIL



February 24, 2021

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

Article I. AHSC General Overview

Section 100. Purpose and Scope

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

Section 101. AHSC Program Overview

The **AHSC Program** furthers the purposes of **AB 32** (Chapter 488, Statutes of 2006), **SB 375** (Chapter 728, Statutes of 2008), and **SB 32** (Chapter 249, Statutes of 2016) by investing in projects that reduce GHG emissions by supporting more compact, infill development patterns, encouraging active transportation and transit usage, and protecting agricultural land from sprawl development. The Greenhouse Gas Reduction Fund (GGRF), an account established to receive proceeds from Cap-and-Trade auctions, provides funding for the **AHSC Program**. The Cap-and-Trade Program, a key strategy for achieving the GHG emission reduction goals of AB 32, issues a limited number of GHG emissions permits (called allowances) each year. A portion of these allowances can be purchased from the State at quarterly auctions, thereby generating auction proceeds. These State auction proceeds are then deposited in the GGRF, where they become available for appropriation by the Legislature to further the purposes of AB 32.

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

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

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

AHSC award funds will be allocated through a competitive process, based on the merits of applications submitted and the proposed use of funds within the identified **Project Area**. The threshold requirements and application selection criteria focus on the extent to which

developments realize the **AHSC Program's** objectives of reducing GHG emissions, benefiting **Disadvantaged Communities, Low-Income Communities, and Low-Income Households**, providing affordable housing, demonstrating project readiness, and meeting other policy considerations.

Disadvantaged Community Benefits

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

A **Project** that is located in and provides benefits to a **Disadvantaged Community, Low-Income Community, or Low-Income Households** may receive priority for funding in order to meet the AHSC Program **Disadvantaged Community and Low-Income Community** funding requirements. **Projects' Disadvantaged Community and Low-Income Community** status are based upon the location of their AHSC funded **Affordable Housing Development**.

Article II. Program Requirements and Procedures

Figure 1: AHSC Program Summary

Project Area Types	Transit-Oriented Development (TOD) Project Area	Integrated Connectivity Project (ICP) Project Area	Rural Innovation Project Area (RIPA)
Transit Requirements (All Project Areas) §102	<ul style="list-style-type: none"> ▪ MUST include Qualifying Transit ▪ Qualifying Transit includes various forms of Rail Service, Bus Service and Flexible Transit Service. ▪ All Project Areas MUST also include a Transit Station/Stop, served by at least one Qualifying Transit line departing two or more times during Peak Hours (unless it is Flexible Transit Service). This level of service must have been publicly posted by the provider at some point between January 2020 and the time of application. <p><i>Note: ICP/RIPA projects that propose addition of High Quality Transit will remain eligible as an ICP/RIPA.</i></p>		
Project Area Specific Transit Requirements §102	<ul style="list-style-type: none"> ▪ MUST be served by High Quality Transit ▪ Headway frequency of 15 minutes or less during Peak Hours ▪ Must operate on a railway or be a Bus Rapid Transit (BRT) service that either fully or partially operates on a dedicated bus-only lane 	<ul style="list-style-type: none"> ▪ CANNOT be served by High Quality Transit 	<ul style="list-style-type: none"> ▪ CANNOT be served by High Quality Transit ▪ MUST be located within a Rural Area
Required AHSC Funded Components §102 & §103	<ul style="list-style-type: none"> ▪ At least fifty (50) percent of AHSC Program funds MUST be used for Affordable Housing (which <u>includes</u> Affordable Housing Developments or Housing Related Infrastructure) AND ▪ At least one other type of Eligible Capital Project or Program Cost 	<ul style="list-style-type: none"> ▪ At least fifty (50) percent of AHSC Program funds MUST be used for Affordable Housing (which includes Affordable Housing Developments or Housing Related Infrastructure) ▪ AHSC Program funds MUST be used for Sustainable Transportation Infrastructure AND Affordable Housing (which includes Affordable Housing Developments or Housing Related Infrastructure) 	
Eligible Capital Projects or Program Costs §103	<ul style="list-style-type: none"> ▪ Affordable Housing Developments (AHD) ▪ Housing Related Infrastructure (HRI) ▪ Sustainable Transportation Infrastructure (STI) ▪ Transportation-Related Amenities (TRA) ▪ Programs (PGM) 		
Affordable Housing Development Requirements §103	<p>Affordable Housing Developments may be:</p> <ul style="list-style-type: none"> ▪ New construction ▪ Acquisition and Substantial Rehabilitation including preservation of affordable housing at-risk ▪ Conversion of one or more nonresidential structures to residential dwelling units 		
Funds Available §108	Target 35 percent of available funds to TOD Project Areas	Target 35 percent of available funds to ICP Project Areas	Target 10 percent of available funds to RIPAs
	Target a project from a Federally Recognized Native American Tribe, an eligible entity having co-ownership with a Federally Recognized Native American Tribe, or an eligible entity established by a Federally Recognized Native American Tribe to undertake Tribal housing projects		
Project Awards §104	All Project Area Types are subject to the following minimum and maximum award amounts: Maximum: \$30 Million Minimum: \$1 Million		
Statutory Funding Set-asides §108	<ul style="list-style-type: none"> ▪ 50 percent of the AHSC Program expenditures shall be for Affordable Housing (Health & Safety Code § 39719(a)(1)(C)) ▪ 50 percent of AHSC Program expenditures shall be for projects located within and providing benefits to Disadvantaged Communities (Public Resources Code § 75214) <p><i>Note: A single project can address both set-asides above and set-asides are not mutually exclusive.</i></p>		

Section 102. Eligible Projects

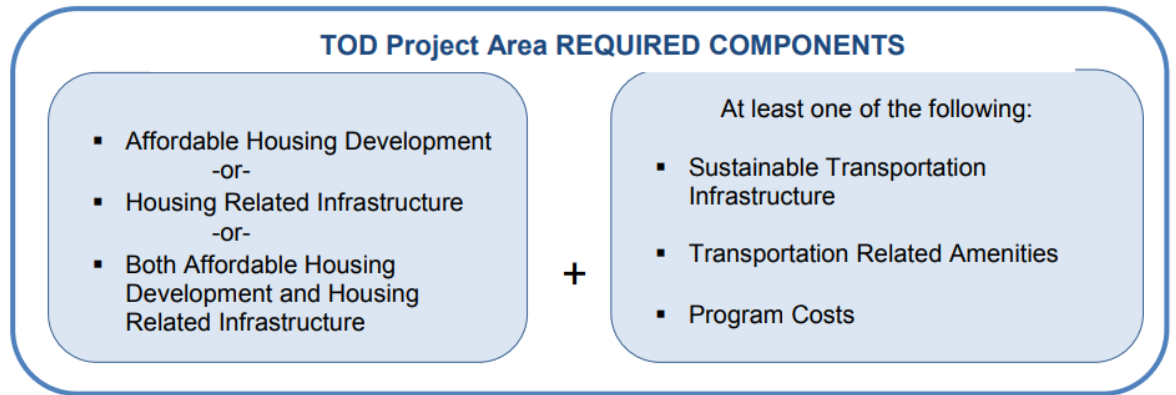
The **AHSC Program** is designed to implement GHG emissions reductions through a reduction of vehicle miles travelled (VMT), or fewer and shorter auto-trips. The **AHSC Program** will fund integrated land use and transportation projects supporting low-carbon transportation options. Promoting mode shift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

- (a) All applicants are required to define a **Project Area**. The **Project Area** is the area which encompasses transit, housing and destinations and is the area in which **AHSC Program** funds will be invested. Each **Project Area** must:
 - (1) Be a contiguous area included within a distinct planning area in a local or regional planning document(s) or transit service area
 - (2) Include at least one **Transit Station/Stop** consistent with the requirements set forth in (c) or (d) below; and
 - (3) Be of a defined size consistent with one of the following:
 - (A) For **Project Areas** with fixed transit routes, the defined **Project Area** begins with a one (1) mile radius from the identified **Transit Station/Stop**. The **Project Area** will extend by a 1/2 mile buffer around all **Sustainable Transportation Infrastructure** so long as the **Project Area** remains contiguous.
 - (B) For **Project Areas** with **Flexible Transit Service** routes, the defined **Project Area** must be defined based on the identified service area of the transit line.
 - (C) For **Project Areas** which include a **Transit Corridor** or bicycle network or both, the defined **Project Area** must be identified in a plan, i.e. general plan, bicycle master plan or transit corridor implementation plan.
- (b) The **AHSC Program** includes three eligible **Project Area** types as defined below:
 - (1) Transit-Oriented Development (TOD) **Project Areas**,
 - (2) Integrated Connectivity Project (ICP) **Project Areas**, and
 - (3) Rural Innovation **Project Areas** (RIPA).

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

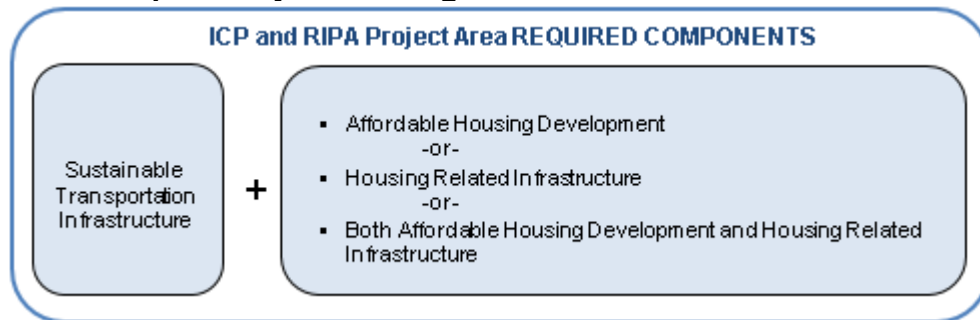
(c) **TOD Project Areas** must demonstrate all of the following:

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



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

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



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

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

Section 103. Eligible Costs

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

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

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

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

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

Figure 3 (continued): Eligible Cost Examples	AHD/HRI	STI	TRA	PGM
Installation of traffic control devices to improve safety of pedestrians and bicyclists		X		
Street furniture (e.g. benches, shade structures, etc.)			X	
Bicycle repair kiosks			X	
Publicly accessible bicycle parking			X	
Bike sharing infrastructure and fleet		X		
Bicycle carrying structures on public transit			X	
Development of a dedicated bus lanes as part of a BRT project		X		
Development and/or improvement of transit facilities or stations		X	X	
Transit related equipment to increase service or reliability		X		
Transit Signal Priority technology systems		X		
Real-time arrival/departure information systems			X	
Installation of at-grade boarding infrastructure		X		
Development or improvement of shelters or waiting areas at transit station/stops			X	
Transit ticket machine purchase or improvements			X	
Transit passenger amenities - e.g. Wi-Fi access			X	
Transit Vehicle Procurement for service expansion, including expansion beyond service levels offered during the COVID-19 pandemic		X		
Transit Operations for service expansion, including expansion beyond service levels offered during the COVID-19 pandemic		X		
Station area signage			X	
Energy Efficiency and Renewable Energy	X	X	X	
Open Network or transit vehicle only ZEV Charging Infrastructure	X	X	X	
Water Efficiency	X	X	X	
Urban Greening	X	X	X	
Pedestrian and bicycle safety education programs				X
Development and publishing of community walking and biking maps, including school route/travel plans				X
Development and implementation of "walking school bus" or "bike train" programs				X
School crossing guard training programs				X
Bicycle clinics				X
Public outreach efforts to increase awareness and understand the needs of active transportation users				X
Bike sharing program operations				X
Ride and/or car share programs				X
Transit subsidy programs				X
Education and marketing of transit subsidy programs				X

Transportation Demand Management (TDM) programs				X
Air pollution exposure reduction program				X
Workforce development partnerships				X
Tenant legal counseling services				X

(a) **Capital Projects**

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

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

(i) Consist of one or more of the following:

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

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

- (ii) Be located within one-half (½) mile from a **Transit Station/Stop** that meets the **Project Area** transit requirements as defined in Section 102(c) or (d). The one-half (½) mile is to be measured from the nearest boarding point of the **Transit Station/Stop** to the entrance of the residential structure in the **Affordable Housing Development** furthest from the **Transit Station/Stop** along a walkable route. The walkable route, after completion of the proposed **Project**, shall be free of negative environmental conditions that deter pedestrian circulation such as barriers, stretches without sidewalks or walking paths, noisy vehicular tunnels, streets, arterials or highways without regulated crossings that facilitate pedestrian movement, minimize stretches without shade or cover, or stretches without lighted streets;
- (iii) Rental **Affordable Housing Developments** must include at least 20 percent of the total residential units as **Affordable Units** with an overall **Project** average affordability of all **Restricted Units** within the **Project** no greater than 50 percent represented by **Area Median Income** (AMI). Average affordability means the total number of **Restricted Units** multiplied by each restricted affordability level divided by the total **Restricted Units**. For example, for a 30-unit

Project with 10 units restricted to 40 percent and 10 units restricted to 60 percent AMI the calculation of the average affordability would be as follows:

10 units @ 40% AMI → 10 x 40 = 400

10 units @ 60% AMI → 10 x 60 = 600

400 + 600 = 1000

1000/ 20 total **Restricted Units** = average affordability of 50%

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

and;

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

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

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

- (B) **Affordable Housing Development Capital Projects** may:
- (i) Include residential units that are rental or owner-occupied, or a combination of both;
 - (ii) Consist of scattered sites constituting a single, integrated **Affordable Housing Development** that meets the requirements set forth by Section 8303(b) of the Uniform Multifamily Regulations (UMRs); or
 - (iii) Include nonresidential uses that are compatible under local zoning.
- (C) Eligible costs for **Affordable Housing Development Capital Projects** are limited to:
- (i) Costs for a **Housing Development**, as specified in Section 7304 (a) and (b) of the MHP Guidelines dated June 19, 2019 (“MHP Guidelines”). Section 7304 (b) (10) the reasonable developer fee subject to the applicable TCAC Regulations dated December 21, 2020 and the provisions of Section 7305 except that 7305(b)(2) is replaced with the following: For Projects utilizing 4 percent tax credits, the developer fee paid from development funding sources shall not exceed the amount in Title 4 CCR, Section 10327 (c)(2)(A).
 - (ii) Soft costs such as those incidentally but directly related to construction or other pre-development components including, but not limited to, planning, engineering, construction management, architectural, and other design work, required mitigation expenses, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 10 percent of costs associated with the funding request for the **AHD Capital Project**.
 - (iii) Each AHSC application may budget up to 2 percent of their total funding request for **Employment Benefits and Outcomes Reporting**. This amount will scale with the size of the Applicant’s funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. **Employment Benefits and Outcomes Reporting** costs are not included within the soft costs cap.
- (D) **Affordable Housing Development** and **Housing Related Infrastructure Capital Projects** must comprise *at least* fifty (50) percent of total AHSC funds requested.
- (E) For AHSC application purposes, a **Project** may not contain more than one **Affordable Housing Development Capital Project**. A single **Affordable Housing Development Capital Project** may not include more than one **Affordable Housing Development**, nor may it include an **Affordable Housing Development** that contains multiple development sites when one development site is receiving 4 percent low-income

housing tax credits, and another is receiving 9 percent low-income housing tax credits, or when the multiple development sites are each receiving separate 4 percent low-income housing tax credits. An application proposing an **Affordable Housing Development** with both 4 percent low-income housing tax credits and 9 percent low-income housing tax credits, or with multiple 4 percent low-income housing tax credits, will be disqualified on the grounds that it is not proposing a **Project** within the meaning and design of the **AHSC Program**. To the extent such tax credit scenarios are contemplated, they shall constitute two separate and independent **Projects**, each of which must submit an entirely separate application and qualify independently of the other.

- (i) The purpose of this language is to clarify which types of Project structures are eligible within a single AHSC application and award. This reinforces AHSC's directive to SGC, HCD, and CARB to identify and fund unified, cohesive Projects which interdependent components truly work together to create reductions in VMTs and ultimately GHG emissions. Adjustments that may occur to an application's scope resulting from seeking multiple low-income housing tax credits would likely impact said **Project's** score, impacting the competitive process. As such, **Projects** contemplating multiple low-income housing tax credits should apply as two individual applications or apply as an application which contains one **Affordable Housing Development** that intends to seek a single low-income housing tax credit.

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

- (A) Eligible costs for **Housing-Related Infrastructure Capital Projects** are limited to:
 - (ii) Capital improvements required by a **Locality**, transit agency, or special district as a condition to the approval of the **Affordable Housing Development**.
 - (iii) Soft costs such as those incidentally but directly related to construction or other pre-development components including, but not limited to, planning, engineering, construction management, architectural, and other design work, required mitigation expenses, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 10 percent of costs associated with the **HRI Capital Project**.
 - (iv) Each AHSC application may budget up to 2 percent of their total funding request for **Employment Benefits and Outcomes Reporting**. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into

capital cost budgets. **Employment Benefits and Outcomes Reporting** costs are not included within the soft costs cap.

- (v) Required environmental remediation necessary for the **Capital Project** where the cost of the remediation does not exceed 50 percent of **AHSC Program** grant funds.
 - (vi) Real property acquisition of the **Housing-Related Infrastructure** project site and associated fees and costs (not to exceed 10 percent of the total **AHSC Program** award). Real estate commissions for purchase or acquisition are not an eligible expenditure.
 - (vii) Impact fees required by local ordinance are eligible for funding only if used for the identified eligible **Capital Project** not to exceed 15 percent of the **AHSC Program** award up to \$300,000.
- (B) **Affordable Housing Development and Housing Related Infrastructure Capital Projects** must comprise *at least* fifty (50) percent of total AHSC funds requested.
- (3) **Sustainable Transportation Infrastructure Capital Projects** (including **Active Transportation** and transit infrastructure)
- (A) Eligible costs for **Sustainable Transportation Infrastructure Capital Projects** are limited to:
- (i) Capital improvements that result in the improvement or addition of infrastructure that encourages mode-shift by enhancing: 1) public transit access; 2) pedestrian network; or 3) bicycle network (includes public bike-share infrastructure and fleet) within the defined **Project Area** meeting the transit requirements detailed in Section 102 (c) or (d).
 - (ii) Soft costs such as those incidentally but directly related to construction or project plans, specifications and estimates including, but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 30 percent of costs associated with the **STI Capital Project**.
 - (iii) Each AHSC application may budget up to 2 percent of their total funding request for **Employment Benefits and Outcomes Reporting**. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. **Employment Benefits and Outcomes Reporting** are not included within the soft costs cap.

- (iv) **Activity Delivery Costs** that are associated with the implementation of the **Capital Project** not to exceed 10 percent of the costs associated with the **Capital Project**.
 - (v) Operations expenditures for up to 5 years that directly expand transit service, including expansion beyond service levels offered during the COVID-19 pandemic, by supporting new, restored, or expanded routes and may include wages, fueling, maintenance, and other costs to operate those services.
 - (vi) Other **Capital Project** costs required as a condition of local approval for the **Capital Project**, as approved by the **Department**.
- (B) The total combined grant amount for **Sustainable Transportation Infrastructure Capital Projects** and **Transportation-Related Amenities Capital Projects** within a **Project Area** shall not exceed \$10,000,000.
- (4) **Transportation-Related Amenities Capital Projects**
- (A) **Transportation-Related Amenities** must be publicly accessible.
 - (B) Eligible costs for **Transportation-Related Amenities Capital Projects** are limited to:
 - (i) Capital improvements that are publicly accessible and provide supportive amenities to cyclists, pedestrians, and transit riders (i.e. bike parking, bus shelter, benches, street trees, etc.) within the defined **Project Area** meeting the transit requirements detailed in Section 102 (c) or (d).
 - (ii) Soft costs such as those incidentally but directly related to construction project plans, specifications and estimates including, but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 10 percent of costs associated with the **TRA Capital Project**.
 - (iii) Each AHSC application may budget up to 2 percent of their total funding request for **Employment Benefits and Outcomes Reporting**. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. **Employment Benefits and Outcomes Reporting** costs are not included within the soft costs cap.
 - (iv) **Activity Delivery Costs** that are associated with the implementation of the **Capital Project** not to exceed 10 percent of the costs associated with the **Capital Project**.

(v) Other **Capital Project** costs required as a condition of local approval for the **Capital Project**, as approved by the **Department**.

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

(b) **Program Costs**

(1) **Program Costs** include those costs typically associated with 1) program creation or 2) expansion of existing programs to serve new populations or offer new program service and implementation. Eligible costs may include operational costs for programs for the term of the grant (3 years). Programs include education, outreach and training programs for **Active Transportation** or transit ridership; air pollution exposure reduction; workforce development partnerships; tenant legal counseling services; and outreach, education, and subsidy to low-income residents for **ZEV** car sharing.

(A) Tenant legal counseling services cannot be provided by the **Developer**, building manager, or related entity and must be offered through a third party.

(2) The total grant amount for **Program Costs** within a **Project Area** shall not exceed 30 percent of the funding request for the overall **Project** up to \$500,000. Costs incurred for required transit passes or cards described in Section 106 (4) will not contribute to this cap.

(c) Ineligible costs include all of the following:

(1) Costs are not eligible for funding if there is another feasible, available source of committed funding for the **Project** portion thereof to be funded by the **AHSC Program** or if the cost is incurred prior to **AHSC Program** award;

(2) Routine maintenance or operations of transportation infrastructure including the general transit fleet, not including maintenance or operations associated with AHSC funded transit service expansion, including expansion beyond service levels offered during the COVID-19 pandemic;

(3) In lieu fees for local inclusionary housing programs;

(4) Ongoing operational costs beyond the term of the grant (three years) for **Program Costs**; and

(5) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).

(6) Costs and fees associated with the ongoing provision of internet service.

Section 104. Assistance Terms and Limits

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

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

- (E) For homeownership **Affordable Housing Developments, AHSC Program** assistance will be provided in the form of a grant from the **Department** to a **Locality** or **Developer**. It will be disbursed as reimbursed progress payments for **Eligible Costs** incurred for the construction of **Housing Related Infrastructure** required as a condition of approval of the homeownership **Affordable Housing Development**, made available for sale to qualified first-time homebuyers. The maximum first-time homebuyer grant amount is calculated to match the maximum loan amount pursuant to Section 7307 of the **MHP Guidelines** based on the number of **Restricted Units** in the **Affordable Housing Development**, affordability, unit sizes, and location in addition to the base amount of \$175,000. **Restricted Units** with affordability greater than 60 percent but no greater than 80 percent will have maximum first-time homebuyer grant amounts calculated according to matching unit sizes and location with affordability of 60 percent represented by **AMI**. Prior to any disbursement, an affordability covenant will be recorded against the fee interest in the property of the **Affordable Housing Development**. At the time of sale of the **Restricted Unit** to a qualified first-time homebuyer, either the affordability covenant or a resale restriction will be recorded against the **Restricted Unit** for a period of not less than 30 years from the date of recordation.

Section 105. Eligible Applicants

(a) Eligible Applicants

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

Section 106. Program Threshold Requirements

(a) Application Threshold Requirements

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

- (1) The proposed **Project** will achieve a reduction in GHG emissions through fewer vehicle miles travelled (VMT), pursuant to the most recent **AHSC Program** Quantification Methodology, available on the California Air Resources Board's [Climate Change Investments \(CCI\) Quantification, Benefits and Reporting Materials webpage](#) . This must be evidenced by completed GHG Benefits Calculator tool, described in the AHSC Application, displaying VMT and GHG reductions for each **Project** component.
- (2) The proposed **Project** supports the implementation of the applicable Sustainable Community Strategy (SCS), as confirmed by the Metropolitan Planning Organization (MPO), or similar sustainable planning document in non-MPO regions, as required by Public Resources code section 75210 *et seq.* The application must be consistent with activities or strategies identified in the regional SCS, or similar planning document that demonstrate a per capita reduction in VMT and GHG.
- (3) The proposed **Project** must be consistent with the State Planning Priorities established pursuant to Section 65041.1 of the Government Code.
- (4) All proposed **Affordable Housing Developments** must provide free transit passes, reloadable transit cards, or discounted passes priced at no more than half of retail cost. At least one (1) pass or card shall be made available for each Restricted Unit for at least 3 years. The card or pass should have a minimum value of 40 average commute length rides a month as determined by the transit agency. These passes or cards may be paid for with AHSC funding.
- (5) Applicants of all proposed **Affordable Housing Developments** must certify that the development will be smoke free and demonstrate compliance by submitting a **Smoke Free Housing** lease addendum prior to construction loan closing.
- (6) The AHSC funded components of the **Project** must:
 - (A) Incorporate more than one **Urban Greening** feature with dedicated maintenance for at least two years. Applicants must propose at least \$200,000 in reasonable direct **Urban Greening** costs.
 - (B) Include adequate lighting in accordance with local, state, and federal design standards and requirements for all publicly accessible components of the **Project** including active transportation routes and transit stations or stops.

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

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

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

- (8) Completion and approval or adoption of all necessary environmental clearances including those required under the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA). All applicable time periods for filing appeals or lawsuits have lapsed within 30 days after the application due date with lawsuits or appeals resolved. Proof of NEPA clearance is shown through an Authority to Use Grant Funds document.
- (A) **STI** or **TRA** components of a **Project** are not required to certify completion and demonstration of approval of environmental clearances (NEPA or CEQA) as stated in (8) above until prior to the initial disbursement of grant funds.
- (B) Applicants are not required to complete any necessary environmental clearances prompted exclusively by rental and/or operating subsidies prior to the AHSC application deadline.
- (9) Applications must demonstrate that all necessary discretionary local land use approvals, excluding design review, have been granted within 30 days of the application due date.
- (10) The application must be sufficiently complete to assess the feasibility of the proposed project and its compliance with **AHSC Program** and application requirements. For example, the applicant must demonstrate that the **Project** is financially feasible as evidenced by documentation including, but not limited to, a market study, project pro-forma, sources and uses statement, proposed operating budget, multi-year pro-forma, or other feasibility documentation that is standard industry practice for the type of proposed **Affordable Housing Development**. A market study that meets the requirements specified in the TCAC Regulations Section 10322(h)(10) will be accepted by the **Department**.
- (11) The applicant or **Developer** of the **Project** must demonstrate **Site Control** sufficient to ensure the timely commencement of the **Project** as determined by the **Department**.
- (12) Applicants must demonstrate experience by providing evidence of at least two projects that are similar to the proposed AHSC **Project** in scope and size, which have been completed by the applicant, or joint applicant, during the ten years preceding the application due date. If an Applicant relies upon the experience of its principal to meet the Applicant experience requirements,

documentation of the principal's experience is required as set forth in the application, in addition to recent project evidence described in the previous sentence.

- (A) For **STI** or **TRA** components only, an applicant may demonstrate the requisite experience (as detailed above) by using the past experience of work completed of a Locality or Transportation Agency non-applicant so long as the applicant can provide an executed agreement with that specific **Locality** or transportation agency non-applicant for the completion of the **STI** or **TRA** components of the AHSC Project for which funding is sought.
- (13) As of the date of application, the applicant(s), the **Project**, or the real property on which the **Project** is proposed may not be party to or the subject of any claim or action in the state or federal courts that affects or potentially affects the feasibility of the project. Further, the applicant(s) shall disclose and describe any claim or action undertaken by or against the applicant(s), the **Project** or the Property which affects or potentially affects the feasibility of the **Project**.
- (14) Construction of the **Project** has not commenced as of the application deadline set forth in the **NOFA**.
- (15) **Qualifying Transit** must be completed and offering service to the **Transit Station/Stop** of the **Project Area** by the time set forth in the Standard Agreement, but in no case later than the issuance of the certificate of occupancy for the **Affordable Housing Development**.
- (16) Demonstrate consistency with State Relocation Assistance Law (CA Gov Code Sec. 7260-7277).
- (17) The Housing Element for the jurisdiction in which the **Project** is located must be in substantial compliance by the date of award recommendation. Housing Element in substantial compliance means the local public entity's adopted housing element is in substantial compliance as demonstrated by a letter from the Department which sets forth findings that the housing element adopted within the time frames required by Section 65588 of the Government Code includes that substance essential to every requirement of Article 10.6, commencing with Section 65580, of Chapter 3 of Division I of Title VII of the Government Code. A jurisdiction's current housing element compliance status can be obtained by referencing the [Department's website](#). **Projects** located on Trust Land, as defined in Appendix B(a)(1), (2), are exempt from this requirement.
- (18) Applications must integrate applicable climate adaptation measures as described in Section 107(o).
- (19) The applicant must demonstrate that costs for any **Project** or component thereof will not result in loss or conversion of agricultural or other working lands or natural resource lands for other uses. The **Project** site must not be

designated as agricultural land according to the State Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) Tool. An exemption to the FMMP designation may be allowed for applications that submit documentation that substantiates a description of an **Infill Site**.

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

indicating that the **Housing-Related Infrastructure Capital Project** is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that **Department**.

- (21) Applications requesting AHSC Program funding for **Sustainable Transportation Infrastructure** and/or **Transportation-Related Amenities Capital Projects** must satisfy all the following:
- (A) Where approval by a local public works department, or other responsible local agency, is required for the **Project**, the application must include a statement from that entity indicating that the **Sustainable Transportation Infrastructure** and/or **Transportation-Related Amenities Capital Project(s)** is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.
 - (B) If the **Sustainable Transportation Infrastructure** and/or **Transportation-Related Amenities Capital Project(s)** involves the demolition of existing units that are affordable to lower-income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residents.
 - (i) The no net loss requirements contained in section 106(a)(20)(C) of these Guidelines apply to **Sustainable Transportation Infrastructure or Transportation-Related Amenities Capital Projects** occurring on a property which includes a parcel, or any portion of a parcel, on which (1) residential dwelling units affordable to lower income households currently exist, or (2) there have been dwelling units restricted to lower-income households that have been vacated or demolished within the five year period preceding the application.
- (22) Applications requesting AHSC Program funding for **Program Costs** must also demonstrate to the satisfaction of the Department all the following:
- (A) The **Program Costs** are infeasible without AHSC Program funds, and other committed funds are not being supplanted by AHSC Program funds
- (23) All proposed AHSC **Project** components are subject to all applicable codes, including the California Building Standards Code (**CCR**, Title 24). The 2019 edition of this code, effective January 1, 2020, requires mechanical ventilation systems with high efficiency filtration of Minimum Efficiency Rating Value (MERV) 13.
- (24) Outreach and education on reducing potential health impacts of air pollution must be provided to residents of **Affordable Housing Developments**. Local

health departments, air districts, and nonprofits may provide useful resources for this requirement.

- (25) **Projects** must meet the accessibility requirements specified in the TCAC regulations, as may be amended and renumbered from time to time. Exemption requests, as provided for in the TCAC regulations, must be approved in writing by the **Department** prior to the start of construction. Projects must also provide a preference for accessible units to persons with disabilities requiring the features of the accessible units in accordance with TCAC regulations. The applicant or **Developer** of the **Project** must ensure that any other applicable federal, state, and local accessibility requirements are met.

- (26) Projects involving new construction, acquisition and **Substantial Rehabilitation**, or conversion of nonresidential structures to residential dwelling units must be capable of accommodating broadband service with at least a speed of 25 megabits per second for downloading and 3 megabits per second for uploading (25/3). Internet service and its ongoing fee is not required.
 - (A) **Projects** should provide a conduit from the public right of way or property line and provide pathways, wiring, cables, and other necessary infrastructure extended to each unit and public common space to provide a broadband connection.

 - (B) For some rural areas, other technologies like fixed wireless, might offer the highest caliber connection. All applicants should consult with their local jurisdictions about their broadband infrastructure planning, as well as existing internet service providers in the area.

Section 107. Scoring Criteria

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

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

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

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

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

Figure 5: AHSC Scoring Elements and Criteria

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

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

For this section, applications will be scored based on the estimated GHG emission reductions based on: 1) the transit **Project** GHG emission reductions; 2) the housing, active transportation, and renewable energy **Project** GHG emission reductions; AND 3) cost efficiency of total estimated GHG emission reductions per AHSC dollar. Each of these scoring methods will represent a maximum of 5, 10, and 15 points of the total combined 30 points available under this criterion, respectively.

Note: While up to 5 points are available for GHG emission reductions from transit **Projects**, the 15 points for cost efficiency of total estimated GHG emissions reductions will also be strongly affected by transit **Projects**. On average, GHG reductions from transit **Projects** make strong contributions to total **Project** GHG Emissions *Reductions in a cost-effective manner*.

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

- (1) For each **Project**, applicants will estimate GHG emission reductions using the most recent AHSC Benefits Calculator Tool, available on the California Air Resources Board's (CARB) [CCI Quantification, Benefits, and Reporting Materials webpage](#).
 - (A) Transit **Project** GHG emission reductions will represent the GHG emission reductions associated with AHSC funded new or expanded transit service, capital improvements, or fare reductions as estimated through the AHSC Benefits Calculator Tool and reviewed by State agency staff. For reductions associated with a single transit vehicle purchase, more than 50 percent of the vehicle cost must be funded by AHSC to be eligible for GHG quantification.
 - (i) In the case that multiple transit vehicles of a single mode type are purchased, all but one vehicle must be funded *entirely* by AHSC while the additional vehicle shall have more than 50 percent, but less than total cost, funded by AHSC in order to be eligible for quantification.
 - (B) Applicants are required to adhere to guidance published by CARB and SGC regarding GHG emission reductions estimates, including on how to estimate ridership growth. Guidance will be posted to [CARB's CCI Quantification, Benefits, and Reporting Materials webpage](#) and [SGC's AHSC Resource Page](#), possibly in the form of a Questions and Answers document.
 - (C) Housing, active transportation, and renewable energy **Project** GHG emission reductions will represent the GHG emission reductions associated with AHSC funded **Affordable Housing Developments** and residential transit subsidies, solar photovoltaic (PV) electricity generation, new bicycle facilities and walkways, and new or expanded bikeshare as

estimated through the AHSC Benefits Calculator Tool and reviewed by State agency staff.

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

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

Total **Project** GHG Reduction score will represent the total GHG emission reductions estimated through the AHSC Benefits Calculator Tool.

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

- (2) All applications will be ranked from highest to lowest within each **Project Area** type for all of the transit **Project** GHG emission reductions; housing, active transportation, and renewable energy **Project** GHG emissions reductions; and the Efficiency of Reductions score.
- (3) Each application will be assigned to one of five bins representing one fifth of the total number of applications in ranked order with each bin receiving an assigned point score, up to a maximum of (1) 5 points for transit **Project** GHG emission reductions; (2) 10 points for housing, active transportation, and renewable energy **Project** GHG emission reductions; and (3) 15 points for cost efficiency of estimated GHG emission reductions, as follows:

Transit Bin Scoring	Affordable Housing, Active Transportation, and Renewable Energy Bin Scoring	Cost Efficiency of GHG Reductions Bin Scoring
Bin 1 = 5 points	Bin 1 = 10 points	Bin 1 = 15 points
Bin 2 = 4 points	Bin 2 = 8 points	Bin 2 = 12 points
Bin 3 = 3 points	Bin 3 = 6 points	Bin 3 = 9 points
Bin 4 = 2 points	Bin 4 = 4 points	Bin 4 = 6 points
Bin 5 = 1 points*	Bin 5 = 2 points	Bin 5 = 3 points

*Transit **Projects** that result in a net increase in emissions will be placed in Bin 5 but receive 0 points for transit **Project** GHG emission reductions.

- (4) Bin scores for (1) transit **Project** GHG emission reductions; (2) housing, active transportation, and renewable energy **Project** GHG emission reductions; and (3) cost efficiency of estimated GHG emission reductions, will be combined to determine final GHG emission reduction criteria score as follows:

Transit Bin Scoring		Affordable Housing, Active Transportation, and Renewable Energy Bin Scoring		Cost Efficiency of GHG Reductions Bin Scoring
Bin 1 = 5 points		Bin 1 = 10 points		Bin 1 = 15 points
Bin 2 = 4 points		Bin 2 = 8 points		Bin 2 = 12 points
Bin 3 = 3 points	+	Bin 3 = 6 points	+	Bin 3 = 9 points
Bin 4 = 2 points		Bin 4 = 4 points		Bin 4 = 6 points
Bin 5 = 1 points*		Bin 5 = 2 points		Bin 5 = 3 points

*Transit **Projects** that result in a net increase in emissions will be placed in Bin 5 but receive 0 points for transit **Project** GHG emission reductions.

Note: For the purposes of calculating the points used to determine the GHG emission reductions score for the TOD, ICP, and RIPA targets, projects will be binned within their Project Area Type, and therefore will only compete within their project area type for the first 80 percent of appropriated funding per Section 108.

Quantitative Policy Scoring – 55 Points

(b) Active Transportation Improvements – 10 Points Maximum

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

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

- (3) Up 2 points (1 point per improvement) for projects that address barriers to safe access of bicycle routes. Documentation must be provided to certify that the **Project** will do at least one of the following in an attempt to increase bicycle safety and access:
 - reduce vehicular speed or volume near bicycle users;
 - improve sight distance and visibility;
 - eliminate potential conflict points;
 - improve compliance with traffic laws; or
 - address any other barriers to cyclists that may have existed on the route.

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

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

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

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

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

(c) **Green Buildings and Renewable Energy - 10 Points Maximum**

- (1) 3 points will be awarded for **Projects** that are designed to achieve green building status beyond State mandatory building code requirements as verified by a certified LEED Green rater, certified Green Point rater, or licensed engineer. Applicants may select from the following green building certification programs:

Certifications for residential construction:

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

Certifications for non-residential construction:

Program	Tier
CalGreen	Tier 2
LEED	Gold

- (2) Up to 7 points will be awarded for **Affordable Housing Developments**, or **Mixed Use Developments** in the case that non-residential uses are included, that incorporate electric design, as detailed below:

- 3 points for **Affordable Housing Developments**, or **Mixed Use Developments** that achieve near electrification – projects where two out of three of the major energy appliances (cook stoves, space heating, water heating) are electric. Projects must be wired to be electric ready, defined as having 240 volts outlets near each gas appliance.
- 7 points for **Affordable Housing Developments** or **Mixed Use Developments** that are powered entirely through electricity with no connections to natural gas infrastructure.

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

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

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

- (2) 2 points for applications which invest at least 5 percent of total AHSC funds in **Transportation Related Amenities** at a **Transit Station or Stop** within the **Project Area**. One point will be given to projects that invest at least 5 percent of total AHSC funds in **Transportation Related Amenities**, but not at a **Transit Station or Stop**.

- (3) 1 point for **Projects** which have received funding from other Greenhouse Gas Reduction Fund (GGRF) programs which directly benefit or contribute to the development of the proposed **Project**.

OR

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

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

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

Points will be given on the following scale:

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

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

- (1) A maximum of 4 points will be awarded for applications demonstrating **Enforceable Funding Commitments** to leverage AHSC funded **Capital Projects** and **Program** activities. Applications will be scored based on the amount of **Enforceable Funding Commitments** (as defined in Appendix A with exception for tax credit equity; see below) from sources other than the **AHSC Program**, as a percentage of the requested amount of **AHSC Program** funds as follows:

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

Low-income housing tax credit equity contributions and tax-exempt bonds in connection with 4 and 9 percent low-income housing tax credits *will not* be included in this leverage equation, overriding AHSC's **Enforceable Funding Commitment** definition. For the purpose of meeting committed funding requirements detailed in Section 106(a)(7), the **Enforceable Funding Commitment** definition is used.

(g) **Anti-Displacement Strategies - 6 Points Maximum**

- (1) Up to 4 points (1 point per strategy) for **Projects** that either implement strategies or programs, or are located in jurisdictions with policies, strategies or programs that currently exist to prevent the displacement of local community residents from the area surrounding the **Project**. Each strategy or program is only eligible for fulfilling a single scoring criterion.

Applicants are required to describe the strategy or program and how it relates to the AHSC **Project**; how strategies exceed state requirements, if applicable; and who will implement any strategies under “Voluntarily Implemented by Applicants” and how they will do so.

Voluntarily Implemented by Applicants: *

- Funding a community multi-lingual tenant legal counseling service. These funds do not need to be supplied by AHSC.
- Affirmative marketing strategies or plans targeting nearby neighborhoods, a **Disadvantaged Community** or a **Low-Income Community**
- Funding and partnering with a community based organization or service provider with a history of working in the local community to conduct displacement prevention work. These funds do not need to be supplied by AHSC. The application must include an executed agreement and outline the relationship between the community based organization and applicant, one of which identifies the outcomes of the funded work.

Local Policies: **, ***

- Replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies on sites identified pursuant to Government Code section 65583.2(g)(3)
- Rent stabilization programs beyond what is required by California Civil Code 1946.2
- Just cause eviction or other efforts improving tenant stability beyond what is required by California Civil Code 1946.2

- Policies to preserve Single Room Occupancy (SRO) housing or mobile home parks
- Condominium conversion restrictions
- Land banking programs actively receiving funding with a cumulative value of at least \$1,000,000
- Community benefit zoning and/or other land value recapture strategy
- Rent review board and/or mediation, foreclosure assistance, or multi-lingual tenant legal counseling services.
- Policies to facilitate the development of new accessory dwelling units.
- Density bonus ordinances that expand on state replacement requirements

* Strategies under “Voluntarily Implemented by Applicants” must be funded by an AHSC applicant.

** Strategies under “Local Policies” will only be awarded points if these policies are within local code or are ongoing programs of the local jurisdiction. All actions may only qualify for a single strategy.

*** Strategies or programs must exceed State minimum standards. Local ordinances that match or exceed legal provisions such as tenant protection laws adopted in response to COVID-19 or those included under Government Code 66300 (Housing Crisis Act of 2019) may count for points in this section so long as they are not temporary.

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

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

Local Workforce Development & Hiring Practices - 3 Points Maximum

Up to 3 points (1.5 points per strategy) for **Projects** that implement workforce development strategies. Applicants shall provide the name of the organization(s) they are partnering with, the demographic data on the population they serve, and a written agreement that details the partnership strategy or policy undertaken and its outcomes.

For maximum points in this section, **Projects** must implement at least two of the following four AHSC workforce development strategies. **Projects** that implement one of the following four AHSC workforce development strategies will receive 1.5 points.

(3) AHSC workforce development strategies include:

- Funding a workforce development organization that has a track record of success serving disadvantaged populations and can demonstrate significant job placement rates for trainees from **Disadvantaged Communities**. The workforce community based organization must submit program metrics detailing the demographics and numbers of individuals recruited, trained, and placed into state-certified apprenticeships or related jobs;
- Funding a partnership with a workforce development board that has a track record of success serving disadvantaged populations and can demonstrate significant job placement rates for trainees from **Disadvantaged Communities**. The partnership or workforce development board must submit program metrics detailing the demographics and number of individuals recruited, trained, and placed into state-certified apprenticeships or related jobs;
- **Project** is bound by a Skilled and Trained workforce commitment. Applications must submit a letter of intent between the developer and the certified apprenticeship program outlining the mechanism to deliver on the term of that commitment.
- Projects that have developed a project labor or community workforce agreement. Applications should submit documentation of those agreements, including a plan to pull a defined set of pre-apprentices from local programs with close and demonstrable connections to state-certified apprenticeships.
- **Projects** that are located in jurisdictions with local hire ordinances that directly apply to the proposed project. Application must include documentation of those requirements and a concrete plan to comply, including a specific number of targeted workers or apprenticeships to be hired, the mechanism for doing so, and the programs from which they will be pulled.

The purpose of these workforce partnerships and practices is to advance the recruitment, training, and hiring of low income residents and underrepresented workers living in **Disadvantaged Communities**, connecting these populations

with training and hiring opportunities that the funded project creates or facilitates.

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

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

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

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

(i) **Programs – 2 Points Maximum**

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

Narrative-Based Policy Scoring- 15 Points

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

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

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

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

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

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

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

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

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

- (1) **Community Engagement and Leadership:** Describe how community-based organizations and local residents have been meaningfully involved in the visioning and development of this project. Explain in which stage(s) of the process community members and CBOs have been and will be engaged. Describe efforts to involve **Disadvantaged** and/or **Low-Income Community** residents, including how meetings were advertised and made accessible.
- (2) **Addressing Community Needs:** Demonstrate how the proposed AHSC project meets one or more identified community needs, articulating how these

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

Required Documentation:

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

Note: AHSC recognizes that COVID-19 has placed significant constraints on the way engagement can be conducted. Not only is the pandemic affecting inter-personal interactions and shifting engagement to digital mediums, but it is putting a financial strain on government, developers, and community organizations, alike. Moreover, low-income and minority communities have been disproportionately affected by the dual financial and public health crises. Taking these facts into consideration, the review process will factor COVID-related constraints into the scoring process.

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

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

- (1) **Climate Adaptation Assessment Matrix:** Fill out the Climate Adaptation Assessment Matrix with climate projections for the listed impacts and with technical descriptions of adaptive measures to be employed. If the project is considering climate projections from data sources besides those listed below, state where the data are from and if they use different assumptions (e.g., time horizon).
- (2) **Climate Adaptation:** Describe how the risks posed from changing climate conditions will be reduced by strategies listed in the Climate Adaptation Assessment. Consider the lifetime of **Project** elements, risks posed by changing climate conditions, and consequences of those risks (e.g., impacts to occupant health and safety, structural integrity, heating and cooling systems, etc.). If your local city or county has added adaptation measures to the General Plan or other local planning documents, describe how the **Project** conforms to the implementation of that plan (Government Code section 65302(g)(4), requires cities and counties to incorporate climate considerations in the Safety Element of the General Plan or other local plan or document by January 1,

2022). Please separate responses according to climate impacts.

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

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

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

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

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

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

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

- Bay Area Air Quality Management District, [“Planning Healthy Places”](#)
- California Air Resources Board, [“Strategies to Reduce Air Pollution Exposure near High Volume Roadways: Technical Advisory”](#)
- U.S. Environmental Protection Agency, [“Best Practices for Reducing Near-Road Air Pollution Exposure at Schools”](#)
- California Governor’s Office of Planning and Research, [“General Plan Guidelines”](#). Chapter 6- Healthy Communities
- U.S. Environmental Protection Agency [“Recommendations for Constructing Roadside Vegetation Barriers to Improve Near-Road Air Quality”](#)

- *Los Angeles County Department of Public Health, [“Public Health Recommendations to Minimize the Health Effects of Air Pollution Associated with Development Near Freeways and High-Volume Roads”](#)*

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

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

Section 108. Application Process

- (a) Pursuant to direction of the **Council**, the **Department** shall offer funds through a **NOFA** and applications will be reviewed based on the steps detailed below and illustrated in Figure 6.
- (b) The **Department** will offer optional pre-application consultations as detailed in the **NOFA** in order to provide assistance to applicants regarding minimum threshold eligibility and other program requirements.
- (c) Applications will be made available through the **Department**, and complete applications must be submitted to the **Department** by the deadline detailed in the **NOFA**.
- (d) The highest scoring applications that meet all threshold requirements as determined by the **Department**, based on criteria set forth in these guidelines, shall be recommended to the **Council** for funding as specified in the **NOFA**. The **Council** will make adjustments in this procedure to meet the following objectives:
 - (1) At least fifty (50) percent of **AHSC Program** expenditure for **Projects** benefitting and located in **Disadvantaged Communities**. **Projects' Disadvantaged Community** status are based upon the location of their AHSC funded **Affordable Housing**.
 - (2) At least fifty (50) percent of the annual proceeds appropriated for the **AHSC Program** shall be expended for affordable housing. For the purposes of this set-aside, expenditures related to **Affordable Housing Development** and **Housing-Related Infrastructure Capital Projects** shall count toward this requirement.
 - (3) **Project Area** type targets are as follows:
 - (A) Target thirty five (35) percent of funds available as designated in the **NOFA** to **TOD Project Area** applications.
 - (B) Target thirty five (35) percent of funds available as designated in the **NOFA** to **ICP Project Area** applications.
 - (C) Target ten (10) percent of funds available as designated in the **NOFA** to **RIPA** applications.
 - (D) Remaining twenty (20) percent of available funds may be awarded to any eligible project area type.
 - (i) The **Council** will use discretionary funds to fulfill statutory investment minimums for **Disadvantaged Communities** and affordable housing as detailed in (1) and (2), above. Once these minimums are met, the **Council** will use discretionary funds to ensure a distribution of total AHSC funds that allows for all geographic areas, as defined in (4), below, with competitive applications to receive funds.

- (E) To the extent applications received are not sufficient to meet **TOD Project Area, ICP Project Area or RIPA** targets detailed in (A), (B) and (C) above, the **Council** reserves the right to waive these requirements and recommend funding a greater percentage of applications in either of the three identified **Project Area** types. Additionally, the **Council** reserves the right to waive project area targets in order to fulfill investment minimums for **Disadvantaged Communities** and affordable housing as detailed in (1) and (2), above, as well as to ensure a distribution of funds that allow for all geographic areas, as defined in (4), below, with competitive applications to receive funds.
- (4) The **Council** strives to achieve a diverse distribution of resources and recognizes that in order to meet the State’s environmental commitments, GHG emissions reductions must be made in all regions of the State. The **Council** will use discretionary funds, as described in (d), above, to ensure a distribution of total AHSC funds that allows for all geographic areas with a competitive application to receive funds.

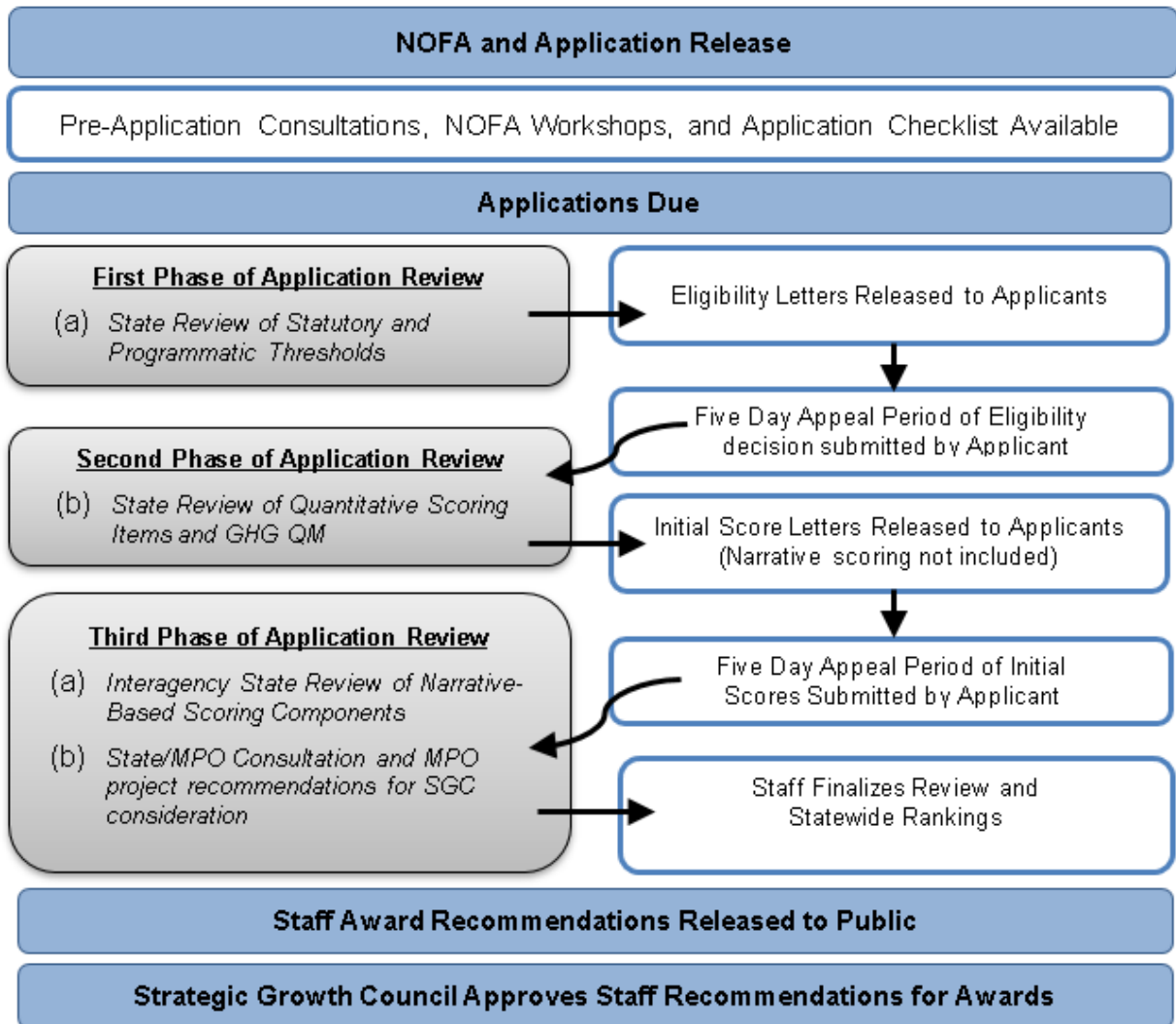
AHSC defines geographic areas as follows:

Geographic Area	Counties
Sacramento Area	Sacramento, Yolo, Sutter, Yuba, Placer, El Dorado
San Diego Area	San Diego
San Francisco Bay Area	Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma
San Joaquin Valley	Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare
Coastal Southern California	Los Angeles, Orange
Inland Southern California	Riverside, San Bernardino, Imperial
Central Coast	Ventura, Santa Barbara, San Luis Obispo, Monterey, San Benito, Santa Cruz
North State & Sierras	Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tuolumne

Note: The Council is committed to ensuring access to AHSC funding across the State’s diverse geographic areas. In future rounds, AHSC staff will evaluate all aspects of AHSC scoring, project area classification, and GHG quantification to assess changes needed to account for each region’s ability to produce competitive AHSC applications relative to their existing conditions.

- (5) Regardless of **Project Area** type, the Council will seek to fund one project, in the tribal funding target, per funding cycle to a **Qualified Tribal Entity**. In order to be considered for the Tribal funding target, a **Qualified Tribal Entity** must be the **Developer** for the **AHD** and/or **HRI** components, or the project partner responsible for **STI** and/or **TRA** components. Projects where the only **Qualified Tribal Entity** is an applicant for **Program Costs** will not be considered for the Tribal funding target. The **Project** must meet the requirements laid out in Appendix B in order to qualify for the Tribal funding target. Unless stated otherwise, the **Project** must meet all AHSC Program requirements. The **Project** will contribute to the relevant **Project Area** type and geographic funding targets. If multiple **Federally Recognized Native American Tribes** apply for **Projects**, the Council will apply the scoring criteria from these Guidelines to rank the **Projects** such that the top-ranked **Project** will be awarded under the Council's Tribal target and the remaining **Project(s)** will compete in their respective **Project Area** types.
 - (6) A single **Developer** may be awarded no more than \$60 million per **NOFA** funding cycle, however this limitation may be waived if necessary to meet AHSC statutory funding set-asides.
 - (7) As station area plans for High Speed Rail are implemented, the **Council** may prioritize investments in these areas.
 - (8) The **Department** may elect to not evaluate compliance with some or all threshold requirements for applications that are not within a fundable range.
 - (9) In the event of two or more applications having the same scores, the Council has the discretion to make the final selection regarding these projects to ensure alignment with the objectives set out in these **AHSC Program** Guidelines.
 - (10) Applications recommended for funding and approved by the **Council** are subject to conditions specified by the **Department**. Applicants will receive an official letter of award after funding recommendations are approved by the **Council**.
 - (11) Applications will be treated in accordance with Public Records Act. Certain information, in accordance with the Public Records Act, may be publicly disclosed.
- (e) Metropolitan Planning Agency Role in Application Review
- (1) To support implementation of an applicable SCS and consistency with activities or strategies identified in a regional SCS, or similar planning document that demonstrate a per capita reduction in VMT and GHG, as allowed by SB 862 (Chapter 36, Statutes of 2014), an MPO/region may develop its own process prior to the application due date to identify and recommend applications that have the highest regional priorities based on criteria established by the MPO/region.

Figure 6: AHSC Program Application Review Process



Article III. Legal and Reporting Requirements

Section 109. Legal Documents

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

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

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

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

Section 110. Reporting Requirements

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

Recipients must report on all jobs created as a result of the construction or delivery of the AHSC projects. This includes all jobs created, regardless of their funding source, that are used for delivering project components funded at least in-part by AHSC. The project's total development costs reported in the AHSC Application Workbook contains the scope of the AHSC funded project and all jobs created by it.

Recipients must report annually on all jobs created **from the date the standard agreement is executed** and continues until the following milestones are reached.

- Grant Standard Agreement: all funds are disbursed
- Loan Standard Agreement: project converts to permanent financing

Recipients must specify jobs created by AHSC that employ individuals who live within priority population census tracts or low-income households. To identify individuals who live within priority populations census tracts or in low-income households, refer to the “Read Me” tab of the AHSC Jobs Reporting Template, [posted on SGC AHSC webpage](#).

Recipients must ensure that all subcontractors receiving \$100,000 or more, AHSC funds or otherwise, from the AHSC recipient must report on jobs created by the project. Reporting must be completed using the AHSC_Jobs Reporting Template provided by SGC.

Reporting will be done according to both trade and classification and include the following:

- Job education required*
- Job experience required*
- Job training credentials*
- Number of jobs provided*, **
- Total project work hours*, **
- Average hourly wage*, **
- Total number of workers that completed job training*, **
- Employer paid health insurance provided*
- Paid leave*
- Retirement plan*
- Targeted hiring strategy*

**Please refer to the “Data Dictionary” tab in the AHSC Jobs Reporting Template for a description of each of the reporting categories listed above.*

***Each of these statistics must also be reported according to workers defined as belonging to a **Priority Population**.*

- (3) Consistent with the *2018 Funding Guidelines for Agencies that Administer California Climate Investments*, AHSC funding recipients must report on all outcomes resulting from the AHSC **Projects**. This includes metrics related to **AHD/HRI, STI, and TRA Projects**. **Projects** will be selected for outcomes reporting at the discretion of the **Council**.

Reporting will include the following components and other metrics as requested, for a duration of no more than five (5) years:

- **AHD/HRI Project** metrics:
 - Project operational date
 - Outcome tracking start date
 - Housing unit occupancy rate
 - Income restricted housing unit occupancy rate
 - Mode share of all residents (i.e., transit, bicycling, walking, driving)

- Mode share of Low-income residents
 - Residents using transit passes
 - Occupancy of commercial space
 - **STI** and **TRA** transit **Project** metrics:
 - Average daily ridership of transit
 - **STI** active transportation **Project** metrics:
 - Average traffic of bicycle and pedestrian facilities
 - Days of operational per year
- (c) At any time during the term of the Standard Agreement, the **Department** may perform or cause to be performed a financial audit of any and all phases of the **Recipient's Project**. At the **Department's** request, the **Recipient** shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life.

Section 111. Performance Requirements

- (a) **Recipients** shall begin construction of the housing units to be developed in the **Affordable Housing Development** that is a **Capital Project** and the housing designated in the application within the time set forth in the Standard Agreement but not later than November 30, 2024.
 - (1) **Recipients** may request extensions of the performance requirement in Section 111(a) by addressing a letter to SGC's Executive Director explaining the circumstances for why an extension is needed and detailing a plan for meeting the extended performance requirement deadline. At the discretion of SGC's Executive Director, an extension of up to two (2) years may be granted.
- (b) The housing units developed in the **Affordable Housing Development** that is a **Capital Project** and the housing designated in the application must be completed, as evidenced by receipt of a certificate of occupancy, within the period of time set forth in the Standard Agreement, but not later than November 30, 2027.
 - (1) **Recipients** may request extensions of the performance requirement in Section 111(b) by addressing a letter to SGC's Executive Director explaining the circumstances for why an extension is needed and detailing a plan for meeting the extended performance requirement deadline. At the discretion of SGC's Executive Director, an extension of up to two (2) years may be granted.
- (c) **AHSC Program** funds must be disbursed in accordance with deadlines specified in the Standard Agreement, and in no event later than the disbursement deadlines outlined in the **NOFA**.
- (d) **Recipients** may only reapply for **AHSC Program** funds in a subsequent **NOFA** for the same **Project** if the **Recipient** has disbursed at least fifty (50) percent of the funds allocated from prior awards.
- (e) Negative points will be assessed against the Developer on subsequent AHSC applications if the Project does not comply with the dates set in the Standard Agreement for the performance requirements described in Section 111(a) or Section 111(b).

Section 112. Defaults and Cancellations

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

Section 113. Prevailing Wages

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

Appendix A. Definitions

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

- (4) For the purposes of this definition, the terms “persons and families of low income” and “area median income” shall have the same meanings as set forth in Health and Safety Code section 50093 and 50093(c).
- (5) The unit must be occupied by a “lower income household” as defined by Health and Safety Code section 50079.5, which includes “very low income households” as defined by Health and Safety Code section 50105 and also includes “extremely low income households” as defined by Health and Safety Code section 50106.
- (f) “AHSC Program” means the program as outlined by these Program Guidelines.
- (g) “Area Median Income” means the most recent applicable county median family income published by the **TCAC**.
- (h) “Assisted Unit” means a unit that is subject to the **Program’s** rent and/or occupancy restrictions as a result of the financial assistance provided by the **Program**, as specified in the **Regulatory Agreement** entered into with the **Department**.
- (i) “Bus Rapid Transit” (BRT) means a rubber-tired form of rapid transit in an integrated system of facilities, equipment, services, and amenities that exceed the speed and reliability of regular bus service. BRT usually includes use of dedicated right-of way, including busways, exclusive lanes, and bypass/queue jumping lanes for buses at congested intersections to reduce vehicle running time and typically includes a combination of the following additional features: (1) center of road alignment, mixed-traffic prohibitive intersection treatments; (2) use of more limited-stop service including express service and skip-stopping; (3) application of Intelligent Transportation Systems (ITS) technology such as signal priority, automatic vehicle location systems, system security, and customer information; (4) platform level boarding and (5) off-board fare collection.
- (j) “Bus Service” means regularly scheduled public transit service operating with limited stops using a fixed route.
- (k) "Capital Project" means a project consisting of the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvement that is an integral part of, or is necessary for completion of a Project.
- (l) “CCR” means the California Code of Regulations.

- (m) “Context Sensitive Bikeway” means on-street infrastructure for bicycle riding that is appropriately applied based on the traffic volumes and speeds on a specific street, as [recommended by the California Department of Transportation](#) based on guidance from the Federal Highway Administration, American Association of State Highway and Transportation Officials, and the California Highway Design Manual:

Place Type and Surrounding Land-Use		Posted Speed			
		15-20	25-30	35-45	> 45
Urban Areas & Suburban Main Streets	<2,500	Standard Shoulder or Shared Lane	Standard Shoulder or Shared Lane	Class II or Class IV	Class IV
	2,500-5,000				
	5,000-10,000	Class II or Class IV	Class II or Class IV	Class IV	
	>10,000	Class IV	Class IV		
Rural Areas (Developing Corridors)		15-20	25-30	35-45	> 45
	<2,500	Standard Shoulder (may be designated as a Class III facility):			
	2,500-5,000				
	5,000-10,000				
	>10,000				
	15-20	25-30	35-45	> 45	
Rural Main Streets	<2,500	Standard Shoulder or Shared Lane	Class II	Class II	Class I or IV
	2,500-5,000				
	5,000-10,000	Class II		Class II	
	>10,000				

- (1) Class I bicycle paths are considered **Context Sensitive Bikeways** at any ADT and posted speed.
 - (2) **Projects** may consider either the design year or post-**Project** implementation conditions for posted speed and ADT.
 - (3) For AHSC scoring purposes, “Rural Main Streets” shall be considered any roadway within one-quarter (1/4) of a mile of federal, state, or county highway within a **Rural Area**.
- (n) “Council” means the California Strategic Growth Council, established pursuant to Public Resources Code Section 75121.
- (o) “Currently Developed” means that the land in question is altered by paving, construction, and/or land use that would typically have required regulatory permitting to have been initiated.
- (p) “Deferred Costs” means costs deferred at construction loan closing, including but not limited to: capitalized reserves, loan fees, syndication costs, legal, accounting, audit, consultant fees, and developer fees paid from operating cashflow.
- (q) “Department” means the Department of Housing and Community Development of the State of California.
- (r) “Developer” means the entity that the Department and the Council rely upon for experience, site control, and capacity, and which controls either (1) the Affordable Housing Development during development and through occupancy, (2) the Housing-Related Infrastructure during development and through completion, or (3) the Sustainable Transportation Infrastructure and Transit-Related Amenities during development and through operation.

- (s) “Disadvantaged Community” means a census tract with a score in the top 25 percent or one of the 22 additional census tracts that score in the highest 5 percent of Pollution Burden as identified in California Environmental Protection Agency’s CalEnviroScreen 3.0 tool.
- (t) “Employment Benefit and Outcome Reporting” means submission of data about the jobs and related benefits created by the AHSC Investment as required by the [Funding Guidelines for Agencies Administering California Climate Investments](#).
- (u) “Enforceable Funding Commitment” means permanent commitments, including but not limited to the following:
 - (1) Low-income housing tax credit equity contributions (without the necessity of a tax credit reservation letter) and tax-exempt bonds in connection with 4 and 9 percent low-income housing tax credits, will be considered committed in this calculation. The applicant must submit a valuation of their anticipated tax credit equity which documents both the proportion of the **Affordable Housing Development** purchased and assumed tax credit price.
 - (2) Funds conditionally reserved under the following programs shall be accepted as funding commitments: the Department of Housing and Urban Development’s (HUD) Supportive Housing Program (SHP), HOME Investment Partnerships Program (HOME), Community Development Block Grant Program (CDBG), and the California Department of Mental Health’s Mental Health Services Act (MHSA) Program.
 - (3) A land donation in fee for no other consideration that is supported by an appraisal or purchase/sale agreement (“Land Donation”) or a local fee waiver resulting in quantifiable cost savings for the Project where those fees are not otherwise required by federal or state law (“Local Fee Waiver”) shall 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 Member-Appraisal-Institute-qualified appraiser within one year of the application deadline. A funding commitment in the form of a Local Fee Waiver must be supported by written documentation from the local Public Agency.
 - (4) Owner equity contributions or developer funds. Such contributions or funds shall not be subsequently substituted with a different funding source or forgone if committed in the application, except that a substitution may be made for up to 50 percent of deferred developer fee. The Department may require the applicant to evidence the availability of the proposed amount of owner equity or developer funds.
 - (5) Funds for transportation projects which are programmed for allocation and expenditure in the applicable capital improvement plan consistent with the terms and timeframes of the Standard Agreement.

- (v) “Energy Efficiency” means managing and restraining the growth in energy consumption.
- (w) “Federally Recognized Native American Tribe” means Native American native tribe, band, nation, pueblo, village or community that the Secretary of the Interior acknowledges to exist as an Native American tribe, pursuant to the Federally Recognized Native American Tribe List Act of 1994, 25 U.S.C. 479a.
- (x) “Flexible Transit Service” means a form of transit for the public characterized by flexible routing and scheduling of small/medium vehicles operating in shared-ride mode (with at least two passengers) between pick-up and drop-off locations according to passenger needs. Flexible Transit Service includes vanpool, shuttle, paratransit, and feeder bus systems that reduce vehicle miles travelled.
- (y) “Floor Area Ratio” (FAR) means the square footage of the floor area of a building divided by the site square footage, excluding therefrom dedicated streets, sidewalks, parks and open space. The floor area of a building is the sum of the gross area of each floor of the building, excluding mechanical space, cellar space, floor space in open balconies, enclosed parking and elevators or stair bulkheads. Multiplying the FAR by the area of the site produces the minimum amount of floor area required in a building on the lot. For example, on a 10,000 square-foot site in a district with a minimum FAR of 1.5, the floor area of a building must be at least 15,000 square feet.
- (z) “Greenhouse Gas Reduction” (GHG Reduction) means actions designed to reduce emissions of one or all of the following gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.
- (aa) “Green Streets” means a sustainable stormwater strategy that meets regulatory compliance and resource protection goals by using a natural systems approach to manage stormwater, reduce flows, improve water quality and enhance watershed health.
- (bb) “High Quality Transit” means a Qualifying Transit line with high frequencies AND permanent infrastructure as follows:
 - (1) Frequency: High Quality Transit must have Peak Period headway frequency on the same route of every 15 minutes or less and service seven days a week. This level of service must have been publicly posted by the provider at some point between January 2020 and the time of application.
 - (2) Permanent Infrastructure: High Quality Transit must operate on a railway or be transit service with Bus Rapid Transit features that either fully or partially operate on a dedicated bus-only lane, or uses High Occupancy Vehicle (HOV) or High Occupancy Toll (HOT) lanes.
- (cc) “Housing Development” means a residential development or the residential portion of a mixed-use development.

- (dd) “Housing-Related Infrastructure” means a capital infrastructure improvement required as a condition of approval of an affordable housing development by a Locality, transit agency or special district such as sewer, water or utility system upgrades, streets, drainage basins, etc.
- (ee) “Infill Site” means a site for which at least three of four sides or 75 percent of the perimeter of the site adjoins parcels that are **Currently Developed** qualified **Urban Uses**. In counting this, perimeters bordering navigable bodies of water and improved parks shall not be included. In order to qualify as an infill site, the site must also be located in an urbanized area meaning that it fulfills one of the following requirements:
 - (1) located within an incorporated city according to an official City or County map, OR
 - (2) located within an urbanized area or urban cluster as defined by the [U.S. Census Bureau](#), OR
 - (3) for unincorporated areas outside an urbanized area or urban cluster, the area shall be within a designated urban service area that is designated in the local general plan for urban development and is served by public sewer and water.
- (ff) “Integrated Connectivity Project (ICP) Project Area” means a Project Area which includes at least one (1) Transit Station/Stop with a combination of two or more eligible costs as defined in Section 103.
- (gg) “Intelligent Transportation Systems” means electronics, communications, or information technology, used singly or in combination, to improve the efficiency, accessibility or safety of the surface transportation system.
- (hh) “Key Destinations” means vital community amenities and resources including medical centers, schools, grocery stores, child care centers, pharmacies, public parks, or public libraries. Key Destinations must be operational at the time of application. This definition differs from “Activity Centers” as used in the AHSC Benefits Calculator Tool.
- (ii) “Locality” means a California city, unincorporated area within a county or a city and county.
- (jj) “Lower Income” has the meaning set forth in Health and Safety Code Section 50079.5.
- (kk) “Low-Income Community” means a census tract with either 1) median household incomes at or below 80 percent of the statewide median income, or 2) median household income at or below the threshold designated as low-income by Department of Housing and Community Development’s State Income Limits pursuant to the Health and Safety Code Section 50093.
- (ll) “Low-Income Households” mean individual households with either 1) household incomes at or below 80 percent of the statewide median income, or 2) household incomes at or below the threshold designated as low-income by Department of

Housing and Community Development's State Income Limits adopted pursuant to Health and Safety Code Section 50093.

- (mm) "Mixed Use Development" means a building, combination of buildings, or building complex, designed to functionally and physically integrate non-residential uses such as retail, commercial, institutional, recreational, or community uses with residential uses, in a complementary manner.
- (nn) "Moderate Income" has the meaning set forth in Health and Safety Code Section 50093.
- (oo) "MHP" shall mean the Multifamily Housing Program authorized and governed by Sections 50675 through 50675.14 of the Health and Safety Code, and the MHP Guidelines dated June 19, 2019.
- (pp) "Natural Infrastructure" means the preservation and/or restoration of ecological systems, or utilization of engineered systems that use ecological processes, to increase resiliency to climate change and/or manage other environmental problems. Some examples relative to AHSC could include street trees and greenspace for water catchment, infiltration and surface cooling; water treatment facilities that utilize ecologically functioning wetlands; flood mitigation systems that utilize the natural floodplain and stable shorelines used in tandem with constructed flood barriers.
- (qq) "Net Density" means the total number of dwelling units per acre of land to be developed for residential or mixed use, excluding allowed deductible areas. Allowed deductible areas are public dedications of land which are for public streets, public sidewalks, public open space, public drainage facilities, and utility easements. Areas that are non-developable due to natural landscape features (ex: steep grade) are allowable deductible areas so long as the size and location of the non-developable area is identified by a licensed surveyor. Non-allowed deductible areas include 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.
- (rr) "NOFA" means a Notice of Funding Availability issued by the Department.
- (ss) "Peak Hours" or "Peak Period" means the period with the highest ridership during the entire transit service day as determined by the transit operator. Must include at least one hour during the morning commute hours and one during evening commute hours, Monday through Friday. Each Peak Period cannot be longer than three hours.
- (tt) "Performance measures" means indicators of transit regarding data indicators such as accessibility, mobility choices and ridership.
- (uu) "Priority Population" means residents of: (1) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (2) census tracts identified as low-income per AB 1550; or (3) a low-income household per AB 1550. See the [Priority Population maps](#) for more information.

- (vv) "Program Cost" means the cost(s) associated with 1) program creation, or 2) expansion of existing programs to serve new populations or offer new program service and implementation.
- (ww) "Program Operator" means the entity that administers the day-to-day operational responsibilities for the program for which the AHSC Program funding is sought.
- (xx) "Project" means the proposed use of funds representing a combination of Capital Projects or Program Costs which are proposed by the applicant to be funded the AHSC Program.
- (yy) "Project Area" means the area encompassing the Transit Station/Stop, housing and Key Destinations.
- (zz) "Public Agency" means a Locality, transit agency, public housing authority or redevelopment successor agency.
- (aaa) "Qualified Tribal Entity" means a **Federally Recognized Native American Tribe**, an eligible entity having co-ownership with a **Federally Recognized Native American Tribe**, or an eligible entity established by a **Federally Recognized Native American Tribe** to undertake Tribal housing or transportation projects.
- (bbb) "Qualifying Transit" means a transit line serving the public that is operated by the following: (1) Directly operated by a public entity; (2) Operated by a public entity via a contract for purchased transportation service with a private or non-profit provider; or (3) Operated by a private or non-profit entity as a grant Recipient or sub-recipient from a public entity. Qualifying Transit for the purpose of the Program includes various forms of fixed transit service (Rail Service and Bus Service) and Flexible Transit Service. A Qualifying Transit line requires service that departs two (2) or more times on the same route during Peak Hours as defined by the transit operator. This level of service must have occurred regularly at some point between January 2020 and the time of application. Flexible Transit service is exempt from these Peak Hours frequency requirements.
- (ccc) "Rail Service" means regularly scheduled public transit service running on rails or railways.
- (ddd) "Recipient" means the eligible applicant receiving a commitment of Program funds.
- (eee) "Regulatory Agreement" means the written agreement between the **Department** and the Sponsor that will be recorded as a lien on the **Affordable Housing Development** to control the use and maintenance of the **Project**, including restricting the rent and occupancy of the **Assisted Units**.
- (fff) "Restricted Units" mean residential units restricted by an enforceable covenant or agreement with the Department or other public agency to occupancy by low- or very low-income households, with affordable rents pursuant to **MHP** Guidelines Section 7312 or affordable housing costs pursuant to the CalHOME Program. Restricted Units must be substantially equivalent in size and number of bedrooms to the

balance of units in the Housing Development. Restricted Units may consist of units designated for any housing tenure, rental or owner-occupied, within the Housing Development.

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

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

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

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

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

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

- (1) Fee title;
- (2) A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements;
- (3) An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;
- (4) An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency;
- (5) An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
- (6) An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties;
- (7) A land sales contract or enforceable agreement for acquisition of the property;
or

- (8) Other forms of site control that give the Department assurance (equivalent to 1-7 above) that the applicant or Developer will be able to complete the Project and all housing designated in the application in a timely manner and in accordance with all the requirements of the Program.
- (III) “Smoke Free Housing” means an Affordable Housing Development that implements a policy banning the ignition and burning of tobacco products (including, but not limited to, cigarettes, cigars, pipes, and water pipes or hookahs) in all living units, indoor common areas, and all other interior spaces. The smoke-free policy must also extend to all outdoor areas within 25 feet of occupied buildings on the **AHD** property.
- (mmm) “Substantial Rehabilitation” means a Housing Development with reasonable direct rehabilitation construction contract costs of at least \$35,000 per residential unit. Rehabilitation shall include energy efficiency upgrades per residential units. Rehabilitation projects must fully and efficiently address all of the physical needs of the Project for the term of the project loan and therefore merely meeting the minimum threshold cost amount of \$35,000 per residential unit may not, in and of itself, be sufficient to be considered Substantial Rehabilitation for purposes of the project loan.
- (nnn) “Sustainable Transportation Infrastructure” means capital project(s) that result in the improvement or addition of infrastructure that encourages mode-shift from single occupancy vehicles by enhancing: 1) public transit service, 2) pedestrian networks, or 3) bicycle networks (includes public bike-share programs) as well as operations expenditures that directly support transit expansion, or a return to service levels seen prior to COVID-19 induced service cuts, within the defined Project Area meeting the transit requirements detailed in Section 102 (c) or (d).
- (ooo) “TCAC” means the California Tax Credit Allocation Committee.
- (ppp) “Transit Corridor” means a transportation corridor which meets one of the following criteria: 1) A corridor served by Qualifying Transit; or 2) A corridor served by High Quality Transit that has been the subject of analysis, planning and environmental mitigation, and has been designated for investment within the regional transportation plan of a MPO, RTPA, or within a long range transportation plan of a transit agency.
- (qqq) “Transit Signal Priority (TSP)” means an operational strategy that facilitates the movement of transit vehicles through traffic-signal controlled intersections. Objectives of TSP include meeting on time schedule performance and improved transit travel time efficiency while minimizing impacts to normal traffic operations. TSP is made up of four components: (1) a detection system that lets the TSP system where the vehicle requesting signal priority is located. The detection system communicates with a (2) priority request generator that alerts the traffic control system that the vehicle would like to receive priority. (3) Priority control strategies; and 4) System management software collecting data and generating reports.
- (rrr) “Transit Station/Stop” means a designated location at which the various Qualifying Transit service(s) drop-off and pick-up riders.

- (sss) "Transportation Demand Management" (TDM) means strategies that increase transportation system efficiency by encouraging shifting from single-occupant vehicle (SOV) trips to non-SOV transportation modes, or shifting SOV trips off peak travel periods. Effective TDM strategies result in reduction of vehicle miles traveled (VMT) by increasing travel options, providing incentives and information to incentivize individuals and employers to modify their travel behavior to support these objectives, and/or by reducing the need to travel or reducing travel distance via location efficient development patterns. TDM strategies encourage travel by transit, bike, walking or in shared vehicles.
- (ttt) "Transportation-Related Amenities" means capital improvements that are publicly accessible and provide supportive amenities to pedestrians, cyclists and transit riders (i.e. bike parking, bus shelter, benches, street trees, etc.) within the defined Project Area meeting the transit requirements detailed in Section 102 (c) or (d).
- (uuu) "Urban Forestry" means the cultivation and management of native or introduced trees and related vegetation in urban areas for their present and potential contribution to the economic, physiological, sociological, and ecological well-being of urban society.
- (vvv) "Urban forest" means those native or introduced trees and related vegetation in the urban and near-urban areas, including, but not limited to urban watersheds, soils and related habitats, street trees, park trees, residential trees, natural riparian habitats, and trees on other private and public properties.
- (www) "Urban Greening" means the incorporation of greenscaped pedestrian and bicycle trail systems, urban street canopy, green alleys, drought tolerant and native species landscaping and landscape restoration, green roofing, community gardens, natural infrastructure and stormwater features into public open spaces. If not abundantly clear, public accessibility must be demonstrated to the satisfaction of Department staff, such as through a recorded instrument, and run for at least 55 years. Public open space must offer reasonable hours of use for the public, such as dawn to dusk. Community gardens do not have to be publicly accessible as long as they are available to residents of the **Affordable Housing Development**.
- (xxx) "Urban Uses" means any residential, commercial, industrial, transit, transportation passenger facility, or retail use, or any combination of those uses. Urban uses do not include lands used for agricultural uses or parcels in excess of 15,000 square feet in size and containing only one single-family residence.
- (yyy) "Very-Low Income" has the meaning set forth in Health and Safety Code Section 50105.
- (zzz) "Water Efficiency" means controlling water at the source through design—both rainfall and storm water runoff through a decentralized system that distributes storm water across a project site in order to replenish groundwater supplies.
- (aaaa) "Zero Emission Vehicle (ZEV)" means battery electric vehicles, plug-in hybrid electric vehicles, and hydrogen fuel cell vehicles.

Appendix B. Federally Recognized Native American Tribe Eligibility

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

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

AND;

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

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

Appendix C. Awardee Publicity Guidelines

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (**MOU**), dated as of June 8, 2021 (Effective Date), is by and between the San Francisco Municipal Transportation Agency (SFMTA) and the Mayor's Office of Housing and Community Development (MOHCD).

RECITALS

A. The San Francisco Housing Authority (SFHA) owns the real property located generally at the corner of Sunnydale and Hahn Street, as more particularly described in the attached Exhibit A (Sunnydale Block 3B Property), and the City, through MOHCD, has made a loan for predevelopment costs and construction of an 92-unit affordable housing development with over 15,000 square feet of community servicing commercial space (Sunnydale Block 3B Project) on the ground floor to a subsidiary of Related and to Mercy Housing .

B. The City and County of San Francisco (City), through MOHCD, owns real property located at 240 Van Ness Avenue, as more particularly described in the attached Exhibit B (The Kelsey Property) and has made a loan for predevelopment costs and construction of a 107-unit affordable housing development (The Kelsey Project), to a subsidiary of Mercy Housing and The Kelsey.

C. On February 26, 2011, the State of California's Strategic Growth Council and the Department of Housing and Community Development issued a Notice of Funding Availability, under the Affordable Housing and Sustainable Communities (AHSC) Program established under Public Resources Code Sections 75200, et seq. The AHSC Program provides grants and loans to applicants identified through a competitive process for the development of projects that, under the Program Guidelines, will achieve greenhouse gas reductions and benefit disadvantaged communities through increased accessibility to affordable housing, employment centers, and key destinations via low-carbon transportation.

D. MOHCD identified the Sunnydale Block 3B Project and the Kelsey Apartments E (collectively, the Housing Projects) as strong candidates for AHSC Program funding.

E. The SFMTA has identified qualified sustainable transportation improvements, which include transit capital improvements along the 29 Sunset for the Sunnydale Block 3B Project (Sunnydale Block 3B Transportation Improvements) and has also identified several qualifying transit and bicycle improvements to complement the Kelsey Apartments Project. These include bicycle and pedestrian improvements to Folsom Street and improvement to transit facilities along the 14/14R route (together, the Kelsey Apartments Transportation Improvements).

F. The City, through MOHCD, intends to jointly submit an AHSC application for the Sunnydale Block 3B Project with a subsidiary of Mercy Housing and Related California, which includes the Sunnydale Block 3B Project and the Sunnydale Block 3B Transportation

Improvements. MOHCD will request up to \$20,000,000 for the Sunnydale Block 3B Project and up to \$4,500,000 for the Sunnydale Block 3B Transportation Improvements in the AHSC application.

G. Similarly, the City, through MOHCD, intends to jointly submit an AHSC application for the Kelsey Apartments Project with a subsidiary of Mercy Housing and The Kelsey, which includes the Kelsey Apartments Project and the Kelsey Apartments Transportation Improvements. MOHCD will request up to \$20,000,000 for the Kelsey Apartments Project and up to \$9,000,000 for the Reservoir Building E Transportation Improvements in the AHSC application.

H. Should the State approve all of the respective applications and award all grants, including the funds for the Sunnydale Block 3B Transportation Improvements and the Kelsey Apartments Transportation Improvements (collectively, the Transportation Improvements), such grant funds will be delivered to the SFMTA, on a reimbursement basis, for the SFMTA's work on the Transportation Improvements.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Award Amounts. For the Sunnydale Block 3B Project, MOHCD will receive up to \$20,000,000 of the award for the Sunnydale Block 3B Project, and the SFMTA will receive up to \$4,500,000 for the Sunnydale Block 3B Project Transportation Improvements. For the Kelsey Apartments Project, MOHCD will receive up to \$20,000,000 of the award for the Kelsey Apartments Project, and the SFMTA will receive up to \$9,000,000 for the Kelsey Apartments Transportation Improvements. Each of the respective City agencies must comply with State regulations and guidance governing the disbursement of the AHSC funds.

2. Project Collaboration. In order for the Housing Projects to successfully utilize Transportation Improvements, MOHCD and the SFMTA must collaborate effectively, and both agencies must have authority to review applications for funding related to the GHG reduction goals of the AHSC program. In furtherance of such goals, MOHCD and the SFMTA will each designate a single Project Manager for the Transportation Improvement Projects, who will serve as the points of contact for communications relating to all of the Transportation Improvement Projects and will be primarily responsible for coordinating the review, comments and approvals of their respective agencies relating to the matters described in this MOU. While MOHCD will have overall responsibility for all aspects of the development of the Housing Projects, the SFMTA will retain control of the Transportation Improvement Projects.

a. Community Engagement. MOHCD will be solely responsible for community engagement and building community support related to the Housing Projects. MOHCD will notify the SFMTA in advance of any public meeting regarding the Housing Projects, and MOHCD and the SFMTA will collaborate to provide timely information to the public. The SFMTA will be solely responsible for community engagement and building

community support related to the Transportation Improvements. The SFMTA will notify MOHCD in advance of any public meeting regarding the Transportation Improvements, and MOHCD and the SFMTA will collaborate to provide timely information to the public.

b. Affordable Housing Development Plan. MOHCD will be primarily responsible for coordinating the development plans with Mercy Housing and Related California (Sunnydale Block 3B Project), and Mercy Housing and The Kelsey (Kelsey Apartments Project).

c. Transportation Improvements. Subject to completion of environmental review of the Transportation Improvements and selection of any or all Transportation Improvements for implementation, the SFMTA will be responsible for implementing the projects and coordinating any such implementation with the developers of the respective development projects.

d. Project Costs. MOHCD will assume all development costs associated with the Housing Projects. The SFMTA will not be responsible for any development costs of the Housing Projects other than its own staff time, and will be responsible for all costs directly associated with the consultation, advice, review, and possible implementation of the Transportation Improvements (Transportation Improvement Costs or Costs).

e. Joint and Several Liability. The City, acting through MOHCD, shall assume any joint and several liability (with the respective developers) for completion of the Transportation Improvements required by the terms of any grant awarded under the AHSC Program. MOHCD shall assume any joint and several liability for completion of Housing Projects required by the terms of the grants awarded under the AHSC Program.

f. Costs Reimbursement for Transportation Improvements. MOHCD will submit work authorization(s) or work order(s), as required by the Controller, to the SFMTA for all incurred Transportation Improvement Costs. The SFMTA will charge MOHCD and provide appropriate backup documentation (e.g., invoices from contractors). The SFMTA will be responsible for any costs that may be disallowed by the AHSC Program..

3. Term. The term of this MOU shall commence on the Effective Date and terminate upon completion of the AHSC requirements for the Transportation Improvements, should they be implemented. In addition, MOHCD and the SFMTA agree that if the Transportation Improvements are infeasible for any reason at any time prior to execution of the commitment from AHSC (the Standard Agreement), then either party may terminate this MOU upon written notice to the other.

4. Notices. All notices, demands, consents or approvals that are or may be required to be given by either party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person, and addressed as follows:

If to the SFMTA:

Municipal Transportation Agency

1 South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
Attn: Emily Heard
emily.heard@sfmta.com

If to MOHCD:

Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Eric D. Shaw, Director
Eric.Shaw@sfgov.org

or such other address that a party may from time to time designate by notice to the other parties given pursuant to the provisions of this Section.

5. Authority. All matters requiring MOHCD's approval shall be approved by the Director of MOHCD or his or her designee. All matters requiring the SFMTA's approval shall be approved by the SFMTA's Director of Transportation or his or her designee.

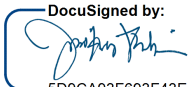
6. Cooperation. The SFMTA and MOHCD acknowledge and agree that the Housing Projects and the Transportation Improvements are in the predevelopment phase, and that some of the Transportation Improvements have not undergone environmental review. Should the Transportation Improvements be selected for implementation, the SFMTA and MOHCD shall use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to complete the Transportation Improvements according to the terms of the State's Standard Agreement. Notwithstanding anything to the contrary in this MOU, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the actions described in this MOU, including, without limitation, the discretion to eliminate or substitute all or any portion of the Transportation Improvements.

7. Miscellaneous. (a) This MOU may be amended or modified only by a document signed by the SFMTA's Director of Transportation, or his or her designee, and the Director of MOHCD, or his or her designee. (b) No waiver by any party of any of the provisions of this MOU shall be effective unless in writing and signed by the party's authorized representative, and only to the extent expressly provided in such written waiver. (c) This MOU (including all exhibits) contains the entire understanding between the parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first written above.

SFMTA:

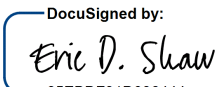
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: 
6D0CA00F600F40E...
Jeffrey P. Tumlin
Director of Transportation

Date: 6/8/2021 | 4:38 PM PDT

MOHCD:

MAYOR'S OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT

By: 
65EBDF04D006444...
Eric D. Shaw, Director

Date: 6/8/2021 | 4:42 PM PDT

Exhibit A
Sunnydale Block 3B Property

Exhibit B
The Kelsey Apartments Property

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

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



February 4, 2022

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

Mara Blitzer, Director of Housing
 Development
 City and County of San Francisco
 1 South Van Ness Avenue, 5th Floor
 San Francisco, CA 94103

**RE: Award Announcement – AHSC Program, Round 6, FY 2019-20 & FY 2020-21
 PIN 47688 – The Kelsey Civic Center**

Dear Barbara Gualco and Mara Blitzer:

The California Department of Housing and Community Development (Department) and the Strategic Growth Council are pleased to announce that The Kelsey Civic Center has been awarded an Affordable Housing and Sustainable Communities (AHSC) program award in the amount of \$29,269,952. This letter constitutes notice of the award as approved by the Strategic Growth Council on January 26, 2022 of the following AHSC program funds:

AHSC Program <i>Loan</i> Funds	
Amount Awarded	\$20,000,000
Contract Number	21-AHSC-16999

AHSC Program <i>Grant</i> Funds	
Amount Awarded	\$9,269,952
Contract Number	21-AHSC-17000

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

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

Sincerely,

Jennifer Seeger
 Deputy Director
 Division of State Financial Assistance



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 #: 230064

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

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

5. CONTRACTOR	
NAME OF CONTRACTOR The Kelsey Civic Center, L.P.	TELEPHONE NUMBER 415-355-7160
STREET ADDRESS (including City, State and Zip Code) 1256 Market Street San Francisco CA 94103	EMAIL anne.romero@sfgov.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 230064
DESCRIPTION OF AMOUNT OF CONTRACT \$29,269,952		
NATURE OF THE CONTRACT (Please describe) Accept and Expend Resolution for CA HCD AHSC program for a loan and grant in the amount of \$29,269,952 including \$20,000,000 to be disbursed by HCD as a loan to The Kelsey Civic Center, L.P. ("Developer") for a 100% affordable housing project at 240 Van Ness Ave. and \$9,269,952 to be disbursed as a grant to the City for public transit improvements near 240 Van Ness Ave., for the period starting on the execution date of the Standard Agreements to April 30, 2028 and authorizing MOHCD to accept and expend the grant of up to \$9,269,952 for transit, bicycle and pedestrian improvements and other transit oriented programming as approved by HCD.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Shoemaker	Doug	Other Principal Officer
2	Tuvilla	Alvin	Other Principal Officer
3	Gualco	Barbara	Other Principal Officer
4	Saab	Bruce	Other Principal Officer
5	Kuwanda	Elizabeth	Other Principal Officer
6	Clayton	Elizabeth	Other Principal Officer
7	Dare	Ramie	Other Principal Officer
8	Ciraulo	Rich	Other Principal Officer
9	Sprague	Rick	Other Principal Officer
10	Dunn	Tim	Other Principal Officer
11	Bayley	Amy	Other Principal Officer
12	Payne	Chad	Other Principal Officer
13	Rosenblum	Joe	Board of Directors
14	Bas	Caroline	COO
15	Connery	Micaela	CEO
16	Aubrie	Lee	Board of Directors
17	King	Carol weld	Board of Directors
18	Sullivan	Cate	Board of Directors
19	Kelly	Dom	Board of Directors

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Grigsby	Elizabeth	Board of Directors
21	Doyle	Erik	Board of Directors
22	Johnson	Lindsay	Board of Directors
23	Li	Shaina	Board of Directors
24	Cornell	Stephanie	Board of Directors
25	wade	Steve	Board of Directors
26	Bonda	Swathi	Board of Directors
27	Goodman	will	Board of Directors
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9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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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 14, 2022

SUBJECT: Accept and Expend Resolution for Affordable Housing and Sustainable Communities (AHSC) Program at The Kelsey Civic Center

GRANT TITLE: Affordable Housing and Sustainable Communities Program – The Kelsey Civic Center (TKCC)

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

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

N/A Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

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

No