File No. 176563	Committee Item No <i>I &amp;</i> Board Item No
	RD OF SUPERVISORS ET CONTENTS LIST
Committee: Budget & Finance Sub-C	Committee Date May 25, 2017
Board of Supervisors Meeting	Date
Cmte Board    Motion   Resolution   Ordinance   Legislative Digest   Budget and Legislative   Youth Commission Re   Introduction Form   Department/Agency Commodure   Grant Information Form   Grant Budget   Subcontract Budget   Subcontract Budget   Contract/Agreement   Form 126 – Ethics Commodure   Application   Public Correspondence	port over Letter and/or Report n
OTHER (Use back side if addit	ional space is needed)
Completed by: Linda Wong Completed by: Linda Wong	Date May 19, 2017 Date

[Grant Agreement - Polk Senior Housing Associates, L.P. - Local Operating Subsidy Program Contract - 990 Polk Senior Apartments, 990 Polk Street - Not to Exceed \$13,131,321]

Resolution authorizing the Director of the Mayor's Office of Housing and Community Development to execute a Local Operating Subsidy Program Grant Agreement with Polk Senior Housing Associates, L.P., to provide operating subsidies for formerly homeless households at 990 Polk Senior Apartments, 990 Polk Street, for a term of 15 years and six months to commence following Board approval, in an amount not to exceed \$13,131,321.

WHEREAS, The Mayor's Office of Housing and Community Development ("MOHCD") administers a variety of housing programs that provide financing for the development of new housing and the rehabilitation of single- and multi-family housing for low- and moderate-income households in San Francisco; and

WHEREAS, In 2016, the City and County of San Francisco ("City") founded the Department of Homelessness and Supportive Housing ("HSH"), with one of its goals to reduce the number of chronically homeless households that numbered 1,700 per the 2015 Point in Time Homeless Count; and

WHEREAS, MOHCD developed the Local Operating Subsidy Program ("LOSP") in order to establish long-term financial support to operate and maintain permanent affordable housing for homeless households; and

WHEREAS, Through the LOSP, the City subsidizes the difference between the cost of operating housing for homeless persons and all other sources of operating revenue for a given project, such as tenant rental payments, commercial space lease payments, Continuum of Care ("CoC") Shelter Plus Care subsidies, project-based Section 8 rent subsidies and California Mental Health Services Act operating subsidies; and

WHEREAS, All supportive housing projects selected for capital funding by the Citywide Affordable Housing Loan Committee ("Loan Committee") are eligible to receive LOSP funds; and

WHEREAS, The Board of Supervisors authorizes City funding for LOSP projects as part of the Annual Appropriation Ordinance; and

WHEREAS, MOHCD enters into grant agreements with supportive housing owners and operators for LOSP projects in consultation with HSH, administers LOSP contracts, reviews annual audits and prepares recommendations for annual adjustments to project funding, monitors compliance with LOSP requirements in accordance with capital funding regulatory agreements, and if necessary, takes appropriate action to enforce compliance; and

WHEREAS, Polk Senior Housing Associates, L.P.("Developer"), is the owner and developer of 990 Polk Senior Apartments, located at 990 Polk Street ("Project"), which since 2008 provides 50 single-room occupancy and one-bedroom units for formerly homeless households at 990 Polk Street; and

WHEREAS, On March 3, 2017, the Loan Committee recommended approval to the Mayor of a LOSP grant award for the Project in an amount not to exceed \$13,131,321 to extend the term of the prior LOSP grant for another 15 years and 6 months; and

WHEREAS, MOHCD proposes to provide a LOSP grant in the amount not to exceed \$13,131,321 to the Developer pursuant to a LOSP Grant Agreement ("Agreement") in substantially the form on file with the Clerk of the Board in File No. \_\_\_\_\_\_\_ and in such final form as approved by the Director of MOHCD and the City Attorney; and

WHEREAS, The Agreement is for a 15 year and 6 month term, and therefore requires Board of Supervisors authorization; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Director of MOHCD or his designee to execute the Agreement for an amount not to exceed \$13,131,321; and, be it

FURTHER RESOLVED, That this Board of Supervisors authorizes MOHCD to proceed with actions necessary to implement the Agreement following execution, and ratifies, approves and authorizes all actions heretofore taken by any City official in connection with such Agreement; and, be it

FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the Director of MOHCD or his designee to enter into any amendments or modifications to the Agreement, including without limitation, the exhibits that the Director determines, in consultation with the City Attorney, are in the best interest of the City, do not materially increase the obligations or liabilities for the City or materially diminish the benefits of the City, are necessary or advisable to effectuate the purposes and intent of this Resolution and are in compliance with all applicable laws, including the City Charter; and, be it

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

RECOMMENDED:

Olson Lee, Director

Mayor's Office of Housing and Community Development

Items 12, 13, 14, 15, 16, 17 and 18 Files 17-0557, 17-0558, 170559, 17-0560, 17-0561, 17-0562 and 17-0563

#### Department:

Mayor's Office of Housing and Community Development

### **EXECUTIVE SUMMARY**

### **Legislative Objectives**

• The seven proposed resolutions approve approximately 15-year Local Operating Subsidy Program (LOSP) agreements with seven nonprofit affordable housing providers: (i) Alabama Street Housing Associates, LP for Mosaica Senior Apartments at 655 Alabama Street for a not to exceed \$1,258,693; (ii) Alabama Street Housing Associates, LP for Mosaica Family Apartments at 680 Florida Street for a not to exceed \$3,616,321; (iii) 650 Eddy, LP for Arnett Watson Apartments at 650 Eddy Street for a not to exceed \$19,018,559; (iv) Armstrong Place Associates, LP for Armstrong Place at 5600 Third Street for a not to exceed \$4,237,156; (v) Hotel Essex, LP at 684 Ellis Street for a not to exceed \$18,623,354; (vi) BTW Housing Partners, LP for John Burton Advocates for Youth Housing Complex at 800 Presidio Avenue for a not to exceed \$7,780,147; and (vii) Polk Senior Housing Associates, LP for 990 Polk Senior Apartments at 990 Polk Street for a not to exceed \$13,131,321.

### **Key Points**

 MOHCD provides operating subsidies to owners and operators of 26 supportive housing facilities through its Local Operating Subsidy Program (LOSP). LOSP was created to bridge the gap between the cost of providing housing and the amount that very low income, formerly homeless tenants can afford to pay. In FY 2016-17, MOHCD is anticipated to pay \$12,117,510 in operating subsidies to 26 supportive housing nonprofit providers for 1,464 units throughout the City, for an average subsidy of \$690 per unit of housing per month.

### **Fiscal Impact**

• Under the proposed agreements, the amount of the subsidy to be paid to each nonprofit provider will be adjusted annually based on MOHCD's review of the occupancy rate and actual operating expenditures. Funding for the proposed agreements are General Fund monies appropriated annually in the DHSH budget, which are subject to Board of Supervisors annual appropriation approval. The annual General Fund subsidies for these seven proposed LOSP agreements are anticipated to increase from \$4,291,721 in FY 2017-18 to \$5,762,986 in FY 2031-32. The total costs over the approximately 15-year term for the seven proposed LOSP agreements are estimated to be \$67,665,552.

### Recommendations

- Amend the proposed resolutions to clarify the term of each agreement.
- Amend (i) File 17-0559 to state that the current agreement between MOHCD and 650 Eddy, LP for Arnett Watson Apartments will terminate on June 30, 2017; and (ii) File 17-0561 to state that the current agreement between MOHCD and Hotel Essex, LP will terminate on June 30, 2017.
- Approve the proposed resolutions as amended.
- Request that MOHCD continue to include an update on the Local Operating Subsidy Program (LOSP) in the MOHCD Annual Progress Report submitted to the Board of Supervisors on supportive housing.

### **MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

### **BACKGROUND**

The Mayor's Office of Housing and Community Development (MOHCD), in collaboration with the Department of Homelessness and Supportive Housing (DHSH)<sup>1</sup>, currently provides operating subsidies to non-profit owners and operators of 26 supportive housing facilities, through its Local Operating Subsidy Program (LOSP). The program was started in 2004 as a part of the Mayor's ten year "San Francisco Plan to Abolish Chronic Homelessness," which had a goal of providing 3,000 new supportive housing units within 10 years to low income persons who were formerly homeless. Supportive housing provides social and other related services as well as housing to formerly homeless persons in order to improve their social outcomes and in an attempt to reduce the City's associated health, mental health, social services, criminal justice, and other related costs.

According to Ms. Anne Romero, MOHCD Senior Project Manager, tenants in supportive housing have very low incomes (below 20 percent of area median income)<sup>2</sup>. Under the agreements between the City and housing operators, rent in supportive housing units is capped to a fixed percentage of a tenant's income (50 percent in Direct Access to Housing (DAH)<sup>3</sup> subsidized units, 30 percent in all other subsidized units). The LOSP was created to bridge the gap between the cost of operating the housing and the amount the tenants can afford to pay, thereby providing long-term financial incentives to owners and operators to create and maintain permanent supportive housing units.

As shown in Table 1 below, between FY 2012-13 and FY 2016-17, the number of LOSP agreements has grown from 17 to 26, the number of subsidized units increased from 984 to 1,464 and the overall annual General Fund costs have grown from \$6,594,816 to \$12,117,510. In FY 2016-17, MOHCD is anticipated to pay \$12,117,510 in operating subsidies to 26 supportive housing nonprofit providers for 1,464 units throughout the City, for an average subsidy of \$690 per unit of housing per month.

<sup>&</sup>lt;sup>1</sup> MOHCD previously collaborated with the Department of Public Health (DPH) and the Human Services Agency (HSA) prior to the creation of the Department of Homelessness and Supportive Housing (DHSH), which combines key homeless serving programs and contracts from the two agencies.

<sup>&</sup>lt;sup>2</sup> 20 percent of area median income (AMI) for one person in 2017 is \$16,150 annually.

<sup>&</sup>lt;sup>3</sup> Established by the San Francisco Department of Public Health – Housing and Urban Health Section (SFDPH-HUH) in 1998, the Direct Access to Housing (DAH) is a permanent supportive housing program targeting low-income San Francisco residents who are homeless and have special needs.

Table 1: Actual Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit – FY 2012-13 through FY 2016-17

Fiscal Year	Number of Local Operating Subsidy Program Agreements	Number of Subsidized Units of Housing	Total Annual Budgeted Amount	Average Subsidy per Unit per Year	Average Subsidy per Unit per Month	
FY 2012-13	17	984	\$6,594,816	\$6,702	\$559	
FY 2013-14	· 21	1,218	9,377,788	7,699	642	
FY 2014-15	26	1,454	12,231,928	8,413	701	
FY 2015-16	26	1,459	12,359,887	8,471	706	
FY 2016-17	26	1,464	12,117,510	8,277	690	

As shown in Table 2 below, MOHCD estimates that over the next five years, or by FY 2021-22, the LOSP will provide subsidies to 56 housing projects covering 2,564 units of supportive housing at an overall General Fund cost of \$28,804,991 in FY 2021-22, or an average cost of \$936 per unit per month.

Table 2: Estimated Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit – FY 2017-18 through FY 2021-22

Fiscal Year	Number of Local Operating Subsidy Program Agreements	Number of Subsidized Units	Total Annual Budgeted amount	Average Subsidy per Unit per Year	Average Subsidy per Unit per Month		
FY 2017-18	. 27	1,494	\$14,660,916	\$9,813	\$818		
FY 2018-19	32	1,639	15,965,857	10,351 .	812		
FY 2019-20	42	2,008	18,946,526	9,436	786		
FY 2020-21	43	2,116	22,956,054	10,849	904		
FY 2021-22	56	2,564	28,804,991	11,234	936		

### **DETAILS OF PROPOSED LEGISLATION**

The seven proposed resolutions authorize MOHCD to execute seven new approximately 15-year Local Operating Subsidy Program (LOSP) agreements with nonprofits providing housing to low income persons who were formerly homeless, replacing six existing 9-year agreements with six current nonprofit providers and adding one new agreement with a new provider as follows:

File 17-0557: Alabama Street Housing Associates, LP for Mosaica Senior Apartments at 655 Alabama Street for a not to exceed \$1,258,693 and a term of 15 years from January 1, 2018 through December 31, 2032. The proposed new agreement replaces the current 9-year LOSP agreement with Mosaica Senior Apartments from approximately April 2009 and through April 2018. According to Ms. Romero, the current agreement will now terminate on December 31, 2017.

- <u>File 17-0558:</u> Alabama Street Housing Associates, LP for Mosaica Family Apartments at 680 Florida Street for a not to exceed \$3,616,321 and a term of 15 years from January 1, 2018 through December 31, 2032. The proposed new agreement replaces the current 9-year LOSP agreement with Mosaica Family Apartments from approximately April 2009 and through April 2018. According to Ms. Romero, the current agreement will now terminate on December 31, 2017.
- File 17-0559: 650 Eddy, LP for Arnett Watson Apartments at 650 Eddy Street for a not to exceed \$19,018,559 and a term of 15 years from July 1, 2017 through June 30, 2032. The proposed new agreement replaces the current 9-year LOSP agreement with Arnett Watson Apartments from 2009 through December 2017. According to Ms. Romero, the existing agreement will now terminate in October 2017, resulting in a three-month overlap between the two agreements. The proposed legislation should be amended to terminate the existing agreement with 650 Eddy, LP on June 30, 2017 prior to the start of the new agreement on July 1, 2017.
- <u>File 17-0560:</u> Armstrong Place Associates, LP for Armstrong Place at 5600 Third Street for a not to exceed \$4,237,156 and a term of 15 years and two months from November 1, 2017 through December 31, 2032. The current LOSP agreement with Armstrong Place covers a 9-year term, beginning in 2011 to 2020. Due to two requests for supplemental disbursements to cover operating shortfalls<sup>4</sup>, the current LOSP agreement authority will not be sufficient to cover the Armstrong Place operating costs subsidized by LOSP through the end of the agreement period. Based on disbursements made to date and projected operating costs, the project is estimated to exhaust the full contract amount by November 2017.
- File 17-0561: Hotel Essex, LP at 684 Ellis Street for a not to exceed \$18,623,354 and a term of 15 years and six months from July 1, 2017 through December 31, 2032. The proposed new agreement replaces the current 9-year LOSP agreement with Hotel Essex from 2008 to 2017. According to Ms. Romero, the existing agreement will now terminate in October 2017, resulting in a three-month overlap between the two agreements. The proposed legislation should be amended to terminate the existing agreement with Hotel Essex, LP on June 30, 2017 prior to the start of the new agreement on July 1, 2017.
- File 17-0562: BTW Housing Partners, LP for John Burton Advocates for Youth Housing Complex at 800 Presidio Avenue for a not to exceed \$7,780,147 and a term of 15 years

<sup>&</sup>lt;sup>4</sup> During the first several years of operations of the Armstrong Place agreement, several significant operational changes were made. BRIDGE Housing, the project sponsor, assumed property management responsibilities from Eskaton, and also entered into contracts for security/front desk staffing. These two changes resulted in LOSP budget shortfalls during 2012 and 2013, for which BRIDGE Housing requested and was approved for a supplemental disbursement of LOSP funding in February 2015. More recently, BRIDGE Housing submitted another request for a supplemental disbursement of LOSP funding for shortfalls experienced in 2015 and 2016, due to lower than projected rental income and escalating operating costs. The request for a supplemental disbursement to cover shortfalls from the 2015 and 2016 operating years was approved by MOHCD in January 2017.

- and six months. The proposed agreement is a new agreement with the funding period beginning on July 1, 2017 through December 31, 2032.
- File 17-0563: Polk Senior Housing Associates, LP for 990 Polk Senior Apartments at 990 Polk Street for a not to exceed \$13,131,321 and a term of 15 years and six months. The proposed new agreement replaces the current 9-year LOSP agreement with 990 Polk Senior Apartments, beginning in July 2008 and expiring in June 2017. The proposed agreement would renew the agreement with the funding period beginning on July 1, 2017 through December 31, 2032.

Table 3 below shows the target population, total number of units, and the number of units to be subsidized under the proposed LOSP agreements.

Project: Address	Target Population	Total Number of Units	LOSP Funded Units
Mosaica Senior: 655 Alabama	Seniors	24	11
Mosaica Family: 680 Florida	Families	93	20
Arnett Watson: 650 Eddy	Families and Adults	83	79
Armstrong Place: 5600 3 <sup>rd</sup> Street	Seniors	116	23
Hotel Essex: 684 Ellis Street	Adults	84	84
John Burton: 800 Presidio	Transition Age Youth (TAY) <sup>5</sup>	50	. 25
990 Polk Senior: 990 Polk Street	Seniors	110	50
Total		560	292

**Table 3: Summary of Proposed LOSP Agreements** 

Each of the projects and project sponsors are summarized below:

### Mosaica Senior Housing (File 17-0557)

Mosaica Senior Housing at 655 Alabama Street is a 24 unit affordable senior development with 11 units targeted to homeless seniors under the proposed LOSP agreement. The site was developed adjacent to Mosaica Family Housing by Citizens Housing Corporation (CHC) and then transferred to the Tenderloin Neighborhood Development Corporation (TNDC) when CHC ended operations. Supportive services are provided by Lutheran Social Services. The project sponsor is the TNDC.

### Mosaica Family Housing (File 17-0558)

Mosaica Family Housing at 680 Florida Street is a 93 unit affordable family housing development with 20 units targeted to homeless families under the proposed LOSP agreement. The project was completed in 2010 and developed by CHC and subsequently transferred to the TNDC when CHC ended operations. The site is developed adjacent to Mosaica Senior Housing. Supportive services are provided by Lutheran Social Services. The project sponsor is the TNDC.

<sup>&</sup>lt;sup>5</sup> Transition Age Youth are disconnected homeless youth between the ages of 18-24 years old.

### **Arnett Watson Apartments (File 17-0559)**

Arnett Watson Apartments at 650 Eddy Street in the Tenderloin provides 83 units of supportive housing for homeless families and adults. The site was developed by Community Housing Partnership (CHP) and the TNDC and is owned and operated by CHP. 47 one and two bedroom units are for homeless families, and 32 studios are for homeless adults, for a total of 79 units under the proposed LOSP agreement. Services are provided by CHP. The project sponsor is CHP.

### Armstrong Place (File 17-0560)

Armstrong Place at 5600 Third Street is a 116 unit senior housing development with 23 units targeted to homeless seniors under the proposed LOSP agreement. The development completed construction in 2011 and is financed with Department of Housing and Urban Development (HUD) 202<sup>6</sup> capital dollars and a Project Rental Assistance Contract (PRAC) on 72 units. The project sponsor is BRIDGE Housing.

### Hotel Essex (File 17-0561)

Hotel Essex at 864 Ellis Street is a building that was rehabilitated by CHP to create 84 efficiency studio units for single homeless adults and is located in the Tenderloin. All 84 units are to be funded under the proposed LOSP agreement. Support services are provided by CHP. The project sponsor is CHP.

### John Burton Advocates for Youth Housing Complex at Booker T. Washington (File 17-0562)

John Burton Advocates for Youth Housing Complex at 800 Presidio is a 50 unit affordable housing development with 25 of the units under the proposed LOSP new agreement targeted to homeless or at-risk Transition Age Youth (TAY) ages 18-24, including former foster youth. The building will complete construction in June 2017 and is located adjacent to the newly constructed Booker T. Washington Community Service Center, which provides programs for families and youth. The housing development is a partnership between the Booker T. Washington Community Service Center and the John Stewart Company with services provided by First Place for Youth. The project sponsors are Booker T. Washington Community Service Center and the John Stewart Company.

### 990 Polk Street (File 17-0563)

990 Polk Street Senior Housing at 990 Polk Street is a 110 unit affordable senior housing development with 50 units targeted to homeless seniors under the proposed LOSP agreement. 10 of the 50 LOSP units are for clients referred by the Mental Health Services Act (MHSA) and serve homeless seniors with serious mental illness. This development was developed by CHC and subsequently transferred to TNDC when CHC ended operations. Support services are provided by Lutheran Social Services. The project sponsor is TNDC.

<sup>&</sup>lt;sup>6</sup> The Section 202 program provides capital advances and operating subsidies to facilitate the creation of multifamily housing for very low-income elderly persons.

### Approval of Local Operating Subsidy Program Providers

According to Ms. Romero, the seven nonprofit providers were approved for LOSP subsidies as part of the evaluation by the Citywide Affordable Housing Loan Committee<sup>7</sup> of applications responding to various Notice of Funding Availability (NOFA) for capital funding for acquisition and predevelopment financing for supportive housing for homeless persons, or Request for Proposals (RFP) for specific development sites.

Ms. Romero advises that the operating subsidies to be paid to the seven nonprofit affordable housing owners and operators are necessary because revenue generated by the affordable housing developments, including outside grants, tax credits and tenant rents, are not sufficient to fund permanent supportive housing to low income persons who were formerly homeless.

Funding for the proposed agreements are General Fund monies allocated annually in the DHSH budget, which is subject to Board of Supervisors annual appropriation approval. The proposed agreements are administered by MOHCD, under work order agreements with DHSH. Ms. Romero notes that, if any of the seven proposed LOSP agreements are not approved, or if any of the General Fund appropriations are not approved in the current or future 14 fiscal years, then the individual nonprofit housing providers would not be able to provide such specified housing units for very low income formerly homeless target populations.

### **FISCAL-IMPACT**

Under the proposed LOSP agreements, the rent charged to tenants living in these subsidized units would be capped at a fixed percentage of a tenant's income (50 percent in Direct Access to Housing (DAH) subsidized units, 30 percent in all other subsidized units). According to Ms. Romero, in 2015, the average tenant's rent was \$326 per unit per month. The projected City LOSP subsidy amount for the units covered under the proposed agreements is the difference between the rent paid by individual tenants and the actual cost to operate the unit per month. The actual operating cost is the amount necessary to cover each facility's operating expenses, which includes property management and office staff, utilities, taxes, licenses, insurance, maintenance, security and required reserves. The amount of the projected subsidy is specified in each agreement, and (i) is subject to revision annually by MOHCD based on the prior years' occupancy, and (ii) is contingent on the annual General Fund appropriation, to DHSH, under work orders with MOHCD, by the Board of Supervisors.

The Attachment provided by MOHCD summarizes the projected LOSP expenditures for each of the seven projects, over the approximately 15-year term of each agreement. As shown in the Attachment, the City's FY 2017-18 subsidy provided per housing unit ranges from \$324 per month at the Mosaica Senior Housing project to \$1,277 per month at the John Burton Advocates for Youth project. According to Ms. Romero, the significant variation in the subsidy per unit is primarily due to the number of the LOSP units per project because economies of scale allow property management and other housing staff requirements to be spread over a

<sup>&</sup>lt;sup>7</sup> The Citywide Affordable Housing Loan Committee is composed of the Directors and/or senior staff of the Mayor's Office of Housing and Community Development, the Office of Community Investment and Infrastructure, and the Department of Homelessness and Supportive Housing.

greater number of units. Over the approximately 15-year term, the subsidies per unit are projected to increase.

As summarized in Table 4 below, the total costs over the approximately 15-year term for the seven projects is estimated to be \$67,665,552. The annual General Fund subsidies for these seven projects are anticipated to increase from \$4,291,721 in FY 2017-18 to \$5,762,986 in FY 2031-32. The average cost of each unit's subsidy that would be provided over the approximately 15-year term of each of these agreements is shown in Table 4, ranging from \$114,427 for each of the 11 units in the Mosaica Senior Housing project to \$311,206 for each of the 25 units at the John Burton Advocates for Youth Housing project.

Table 4: Projected Subsidy Expenditures under the Proposed Seven Agreements

Project	Number of LOSP Units	Total LOSP Cost	Average Cost Per Unit for Agreement Term
Mosaica Senior (File 17-0557)	11	\$1,258,693	\$114,427
Mosaica Family (File 17-0558)	20	3,616,321	180,816
Arnett Watson (File 17-0559)	79	19,018,558	240,741
Armstrong Place (File 17-0560)	23	4,237,157	184,224
Hotel Essex (File 17-0561)	84	18,623,354	221,707
John Burton (File 17-0562)	25	7,780,148	311,206
990 Polk Senior (File 17-0563)	50	13,131,321	262,626
TOTAL:	292	\$67,665,552	

As noted above, funding for the proposed agreements are General Fund monies appropriated annually in the Department of Homelessness and Supportive Housing (DHSH) budget, which are subject to Board of Supervisors annual appropriation approval. The proposed agreements are administered by MOHCD, under work order agreements with DHSH, such that MOHCD would be party to each of the proposed LOSP agreements on behalf of the City.

### **POLICY CONSIDERATION**

The Budget and Legislative Analyst's January 2012 Performance Audit of San Francisco's Affordable Housing Policies recommended that MOHCD report annually to the Board of Supervisors on (i) completed and planned supportive housing units for chronically homeless individuals and families, and (ii) funding strategies for planned but not constructed units. According to Ms. Romero, MOHCD reports on the LOSP contracts in the MOHCD Annual Progress Report, which contains all of MOHCD's required reports for the Board of Supervisors. The Budget and Legislative Analyst continues to recommend that MOHCD include an annual report on the LOSP in its Annual Progress Report to the Board of Supervisors.

### **RECOMMENDATIONS**

1. Amend the proposed resolutions to clarify the term of each agreement as follows:

File	Provider	Agreement Start Date	Agreement End Date	Term		
17-0557	Alabama Street Housing Associates	January 1, 2018	December 31, 2032	15 yrs		
17-0558	Alabama Street Housing Associates	January 1, 2018	December 31, 2032	15 yrs		
17-0559	650 Eddy, LP	July 1, 2017	June 30, 2032	15 yrs		
17-0560	Armstrong Place Associates, LP	November 1, 2017	December 31, 2032	15 yrs, 2 mo		
17-0561	Hotel Essex, LP	July 1, 2017	December 31, 2032	15 yrs, 6 mo		
17-0562	BTW Housing Partners, LP	July 1, 2017	December 31, 2032	15 yrs, 6 mo		
17-0563	Polk Senior Housing Associates, LP	July 1, 2017	December 31, 2032	15 yrs, 6 mo		

- 2. Amend (i) File 17-0559 to state that the current agreement between MOHCD and 650 Eddy, LP for Arnett Watson Apartments will terminate on June 30, 2017 prior to the start of the new LOSP agreement on July 1, 2017; and (ii) File 17-0561 to state that the current agreement between MOHCD and Hotel Essex, LP will terminate on June 30, 2017 prior to the start of the new LOSP agreement on July 1, 2017.
- 3. Approve the proposed resolutions as amended.
- 4. Request that MOHCD continue to include an update on the Local Operating Subsidy Program (LOSP) in the MOHCD Annual Progress Report submitted to the Board of Supervisors on supportive housing.

	John Burton Adve	cates for Y	outh, 800 P	residio (1556)	Armstrong Plac	e, 5600 3rd.5tree	38 July 198	Mosalta Fam	lly, 680 Florida 5tre	et/Sparing pricing	Massica Senior, I	SS Alabama Street	1965年1966年1966年1	Hotel Essex, 8	164 Ellis Street	1 1/2 1/21	Arnett Watson A	pts, 650 Eddy Stree		Polk and Gear	y Senior, 990 Polk Street	\$1997E
Fistal Year	Morris of Contract	Projecti Operation Prog Expen	Subsidy	Average Local Operating Subsidy Program Subsidy Per Unit Per Month	Months of Contract	Projected Loc Operating Subsidy Progri Expenditure	Subsidy	Months of Contract	Projected Local Operating Subsidy Program Expenditure	Average Local Operating Subsidy Program Subsidy Per Unit Per Month	Monttain! Contract s	Projected Local O perating Subsidy Drograms Expenditure	Operating	Months of Contract	Operating Subsidy	Average Local Operating Subsidy Program Subsidy Per Unit Per Month	Manths of Contract	Projected Local Operating I Subsidy Program Expenditure	Average Local Operating Subsidy Program Subsidy Per Unit Per Month	Months of Contract	Operating Subsidy Operating Subsidy Program Expenditure	age Local erating y Program y Per Uni Month
FY 2017-18*	18	\$	574,617			\$ 210,5	3 \$ 509	18	\$ 168,685	\$ 469	18	\$ 64,203	\$ 324	18	1,422,414			\$ 973,477	5 1,027	18	\$ 877,752 \$	617
FY 2018-19	12	\$	401,833			\$ 204,41			\$ 177,565	\$ 740	12	\$ 57,071	\$ 508		: 989,015		12	\$ 1,013,167	\$ 1,069	12	\$ 627,859 \$	662
FY 2019-20	12	\$	415,866	\$ 1,390		\$ 215,2		12	\$ 186,835	\$ 778	12	\$ 70,070	\$ 531	4	1,021,107		12	\$ 1,045,992	\$ 1,103	12	\$ 660,178 \$	896
FY 2020-21	12	\$	432,444	\$ 1,441	12	\$ 226,4	.0 \$ 820	12	\$ 196,482	\$ 819	12	\$ 73,204	\$ 555	12	1,065,227		12	\$ 1,086,096	\$ 1,145	12	\$ 693,839 \$	732
FY 2021-22	12	\$	448,587	\$ 1,495	12	\$ 238,0	3 \$ 863	12	\$ 203,220	\$ 847	12	\$ 69,810	\$ 529	12	1,088,932		12	\$ 1,127,706	\$ 1,190	12	\$ 728,903 \$	769
FY 2022-23	12	\$	465,316	\$ 1,551	12	\$ 250,25	0 \$ 907	12	\$ 213,666	\$ . 890	12	\$ 73,234	\$ 555	12	1,119,012		12	\$ 1,170,876	\$ 1,235	12	\$ 761,605 \$	803
FY 2023-24	12	\$	482,650	\$ 1,609	12	\$ 252,9	1 \$ 953	1 12	\$ 224,538	\$ 936	12	\$ 76,812	\$ 582		. 1,156,118		12	\$ 1,215,662		12	\$ 799,800 \$	844
FY 2024-25	12 .	\$	500,611		12	\$ 275,14			\$ 235,855	\$ 983	12	\$ 80,552			1,194,605		12	\$ 1,252,246	\$ 1,321	12	\$ 839,592 \$	886
FY 2025-26	12	\$	519,221	\$ 1,731	12	\$ 289,97	3 \$ 1,050	12	\$ 247,635	\$ 1,032	12	\$ 84,460	\$ 640	12	1,234,524		12	\$ 1,290,220	\$ 1,361	12	\$ 881,054 \$	929
FY 2026-27	12	\$	537,254	\$ 1,791	12	\$ 304,21	0 \$ 1,10	12	\$ 259,899	\$ 1,083	12	\$ 88,545	\$ 671	12	1,275,926		12	\$ 1,339,510	\$ 1,413	12	\$ 924,263 \$	975
FY 2027-28	12	\$	557,233		12	\$ 319,24	3 \$ 1,157	7 12	\$ 272,658	\$ 1,136	12	\$ 92,813	\$ 703	12	1,318,866	\$ 1,308	12	\$ 1,390,638	\$ 1,467	12	\$ 969,299 \$	1,022
FY 2028-29	12	\$	577,932	\$ 1,926	12	\$ 334,83			\$ 285,965	\$ 1,192		\$ 97,274	\$ 737		1,363,399		12	\$ 1,443,671	\$ 1,523	12	\$ 1,016,247 \$	1,072
FY 2029-30	12 .	\$	599,377	\$ 1,998	12	\$ 351,09			\$ 299,813	\$ 1,249		\$ 101,936	\$ 772		1,409,583		12	\$ 1,498,577	\$ 1,581	12	\$ 1,065,198 \$	1,124
FY 2030-31	12	\$	621,595		12	\$ 368,07			\$ 314,236	\$ 1,309	12	\$ 106,808		· · · · · · · · · · · · · · · · · · ·	1,457,47B		12	\$ 1,555,726	\$ 1,641	12	\$ 1,116,244 \$	1,177
FY 2031-32	12		644,612	\$ 2,149	12	\$ 385,68	4 \$ 1,397	12	\$ 329,259	\$ 1,372	12	\$ 111,901	\$ 848	12	1,507,148	\$ 1,495	12	\$ 1,614,894	\$ 1,703	12	\$ 1,169,488 \$	1,234
TOTAL	186	\$	7,780,148		186	\$ 4,737,1	57	186	\$ 3,616,321		186	\$ 1,258,693		186	\$18,623,354		180	\$ 19,018,558	L	186	\$ 13,131,321	
of LOSP Units	25				23	3		20			,11			84			79			50		

Total LOSP by Fiscal Year for 7 projects
Total LOSP 2017-18 4,291,721 Total LOSP 2018-19 3,480,976 Total 1.OSP 2019-20 3,616,258 3,773,702 Total LOSP 2021-22 3,905,241 Total LOSP 2022-23 4,053,959 Total LOSP 2023-24 4,218,511 Total LOSP 2024-25 4,379,609 Total LOSP 2025-26 Total LOSP 2026-27 Total LOSP 2027-28 Total LOSP 2028-29 Total LOSP 2029-30 4,547,037 4,729,677 4,920,760 5,119,325 \$ 5,325,674 \$ 5,540,116 \$ 5,762,986 \$ 67,665,552 Total LOSP 2030-31 Total LOSP 2031-32 Total 7 projects over contract

LOSP New or Rea	newal Projects com	ing on floe in 201	7-38 - 38 -		2000年1月2日安日	i erespekte	a describe	UNIT MIX - HO	MELESS UNITS	til her hije hije	Application of the	ficht beer	5/48/54/2015 B)
Project	Target Population	Service Agency	T) Units	Ti Hamelure	TI LOSP units	15 Year LOSP Contract	Other Operating Subsidies	Studios	1-BF	2-BR	3-BR	4-BR	TOTAL
John Burton	TAY	First Place for Youth	50	25	25	\$ 7,780,148	None	24	4	.1	20,12,50	n deti-	25
Armstrong	Seniors	Providence Foundation	116	.23	23	\$ 4,237,157	HUD PRAC	. 12	10.00	-2 V	1945 - Alexander		23
Mosalca Family	Families	Lutheran Social Services	93	. 24	20	\$ 3,616,321	Shelter Plus Care	D	12	13	.2	z	20
Mosalca Senior	Seniors	Lutheran Social Services	24	11	ņ	\$ 1,258,693	None	9			E.W. L. S	1. 医感觉	11
Hotel Essex	Adults	Community Housing Partnership	B4		84	.\$18,623,354	Shelter Plus Care	84	37.13				. B4
		Community Housing Partnership	83	B3	79	\$ 19,018,558	Shelter Plus Care	32	32	14			79
990 Polk	Seniors, 10 units targeted to MHSA	Lutheran Social	110	50	50	\$ 13,131,321	None (project has MHSA capital dollars that restricts 10 units to MHSA	45		0	o		SD
TOTAL			560	300	292		clients)	205	54	28	2		292

Attachment

\$ 67,665,552

TOTAL:

# CITY AND COUNTY OF SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

#### **GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

POLK SENIOR HOUSING ASSOCIATES, L.P.

For 990 POLK SENIOR APARTMENTS

990 POLK STREET

THIS GRANT AGREEMENT (this "Agreement") is made this \_\_\_\_\_\_, by and between POLK SENIOR HOUSING ASSOCIATES, L.P., a California limited partnership ("Grantee"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through the Mayor's Office of Housing and Community Development ("MOHCD").

WITNESSETH:

WHEREAS, the City previously provided Grantee funding through MOHCD's Local Operating Subsidy Program ("Program") under a nine-year agreement dated November 1, 2008; and

WHEREAS, Grantee submitted the Application Documents (as hereinafter defined) to MOHCD for a grant through MOHCD's Local Operating Subsidy Program ("Program"); and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein; and

WHEREAS, the City's Board of Supervisors authorized execution of this Agreement on \_\_\_\_\_, pursuant to Resolution No. \_\_\_\_\_.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

# ARTICLE 1 DEFINITIONS

- **1.1 Specific Terms.** Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:
- "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
  - "Additional Leasing Date" shall have the meaning given to it in Section 4.1.

- "Agreement Date" means the date this Agreement is duly executed and delivered by Grantee and MOHCD.
  - "Annual Monitoring Report" shall have the meaning given to it in Section 6.1.
- "Annual Operating Budget" means the operating budget for the Project approved by City attached hereto as **Exhibit B**, as amended by Grantee and City from time-to-time.
- "Applicable Laws" means all applicable present or future federal, state, local and administrative laws, rules, regulations, codes, orders and requirements.
- "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee for a Program grant, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- "Approved Shortfall" means the amount that is approved by MOHCD, if any, by which the Assisted Units Operating Costs (as defined in Section 5.6) for any Business Year during the Term exceed the Project Income attributable to the Assisted Units for such Business Year.
  - "Assisted Units" means fifty (50) residential units at the Project.
- "Business Year" means each period of twelve (12) months used by the Project to define the beginning and end of the year for purposes of accounting and other reporting.
  - "CFR" means the Code of Federal Regulations.
- "Certificate of Preference" means the form establishing a priority right for tenant selection, as further described in the Operational Rules.
- "Certificate of Preference Holder" means a person or household that has been issued a Certificate of Preference.
  - "Charter" shall mean the Charter of City.
  - "Charter Documents" shall have the meaning given in Section 6.2.
  - "City" means the City and County of San Francisco.
- "City Loan Documents" means the MOHCD Loan Agreement and the documents executed in connection therewith.
  - "Controller" shall mean the Controller of City.
  - "Director" means MOHCD's Director or an authorized representative of the Director.
  - "Effective Date" means the Agreement Date.
  - "Event of Default" shall have the meaning set forth in Section 11.1.
- "First Subsidy Payment" shall mean the Subsidy Payment for the initial period starting from the Effective Date.
  - "Grant Amount" shall have the meaning set forth in Section 5.1.

"Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

"Gross Rent" means the aggregate annual sum charged to Tenants for rent and utilities, with utility charges limited to an allowance determined by the San Francisco Housing Authority and published by MOHCD.

"HSH" means the San Francisco Department of Homelessness and Supportive Housing

"HUD" means the United States Department of Housing and Urban Development acting by and through the Secretary of Housing and Urban Development and any authorized agents.

"Indemnified Parties" shall mean City, including MOHCD and all of City's commissions, departments, agencies and other subdivisions, and City's elected officials, directors, officers, employees, agents, and representatives, and their respective successors and assigns.

"Initial Leasing Date" shall be the date when the first Assisted Unit is leased and occupied by a Tenant.

"Loan Committee" means the City review committee that selects Program grantees.

"LOSP Clients" means the formerly homeless individuals or households that HSH deems eligible for Program assistance pursuant to the Program criteria set forth on the attached Exhibit D (as such criteria may be amended from time to time by MOHCD) as administered by Grantee pursuant to this Agreement, the LOSP Policies and Procedures Manual and the Services Agreement.

"LOSP Policies and Procedures Manual" means the document published jointly by MOHCD and HSH describing the program's operational policies and procedures, as may be amended from time to time.

"Maintenance Duties" shall have the meaning given to it in Section 4.8(a).

"Median Income" means median income as published annually by MOHCD, derived from the Income Limits determined by HUD for the for the San Francisco area, adjusted solely for household size, but not high housing cost area.

"MOHCD" shall mean the Mayor's Office of Housing and Community Development of the City and County of San Francisco.

"MOHCD Loan Agreement" means collectively, those certain loan agreements, each dated as of September 22, 2006, between MOHCD and with respect to a \$2,084, 165 Affordable Housing Bond Program and Hotel Tax Fund program loan, a \$5,000,000 HOME program loan, and a \$4,091,872 Affordable Housing Fund program loan.

"Operating Costs" means the following costs: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement, the City Loan Documents or the Senior Loan Documents; (b) salaries, wages and any other compensation due and payable to the employees or agents of Grantee employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) Qualified Minimal Debt Service Payments, if any; (d) the asset management fees, partnership management fees, investor services fee and deferred developer fees described in the Annual Operating Budget or otherwise approved by MOHCD in writing; (e) all other expenses actually incurred to cover the operation of the Project to the standards required under this Agreement, including maintenance and repairs, and property management fees (to the extent such fees are permitted to be made under the MOHCD Loan Agreement); (f) required deposits to the Replacement Reserve Account (as defined in the MOHCD Loan Agreement), Operating Reserve Account, and any

other reserve account required under this Agreement (excluding the Subsidy Reserve Account), the City Loan Documents or the Senior Loan Documents; and (g) any extraordinary expenses arising from the ownership or operation of the Project approved in advance and in writing by MOHCD. "Operating Costs" shall not include any loan payments to be made under the City Loan Documents, the Senior Loan Documents or any other loan payments other than Qualified Minimal Debt Service Payments, nor any costs Grantee incurs in providing services to a Project tenant other than the services to be provided under such Project tenant's lease or otherwise approved hereunder.

"Operating Reserve Account" means the interest-bearing operating reserve depository account Grantee is required to maintain pursuant to the MOHCD Loan Agreement.

"Operational Rules" means MOHCD's Operational Rules for San Francisco Housing Lotteries and Rental Lease Up Activities dated August 1, 2015, as amended from time to time.

"Operating Statement" shall have the meaning set forth in Section 6.1.

"Opinion" means an opinion of Grantee's California legal counsel, satisfactory to MOHCD, that Grantee is a duly formed, validly existing limited partnership in good standing under the laws of the State of California, has the power and authority to enter into this Agreement and will be bound by its terms when executed and delivered, that each of Grantee's general partners is a duly formed, validly existing nonprofit corporation in good standing under the laws of the State of California, which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder or is a duly formed, validly existing limited liability company whose sole member is nonprofit corporation in good standing under the laws of the State of California, which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder and each has the power and authority to act as Grantee's general partner, and that addresses any other matters MOHCD reasonably requests.

"Program" means the Local Operating Subsidy Program, through which MOHCD provides operating subsidies to housing projects that provide permanent supportive housing for formerly homeless individuals and households.

"Program Transition Reserve Account" shall have meaning given to it in Section 2.5.

"Project" means the one hundred ten (110) unit housing project commonly known as 990 Polk Senior Apartments, which is located on the Real Property.

"Project Income" means all income and receipts in any form received by Grantee from the operation, use or ownership of the Project, calculated on an accrual basis, including rents, fees, deposits (other than tenant security deposits), reimbursements and other charges paid to Grantee by MOHCD in connection with the Project (other than Grant Funds), and any funds held in the Subsidy Reserve Account.

"Project Operating Account" means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOHCD as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program.

"Projected Shortfall" means the amount, if any, by which the Assisted Units Operating Costs (as defined in Section 5.6)] for any Business Year during the Term are projected to exceed the Project Income obtained from the Assisted Units for such Business Year.

"Qualified Minimal Debt Service Payment" means a minimal debt service payment that Grantee must make under the MOHCD Loan Agreement, the Senior Loan Documents or any additional affordable housing loan for the Project, provided that Grantee first obtains MOHCD's written consent to such additional loan, including any proposed repayments to be made to such additional loan.

"Real Property" shall mean the real property described on the attached Exhibit C.

"Referral" means HSH documentation of eligibility of LOSP client being referred to permanent supportive housing at the Project.

"Senior Loan Documents" means the loan documents executed by Grantee in connection with the following loans:

\$18,543,363	Union Bank of California, N.A.
\$2,084,165	Affordable Housing Bond Program and Hotel Tax Fund program
	Funds from the City and County of San Francisco
\$5,000,000	HOME program funds from the City and County of San Francisco
\$4,091,872	Affordable Housing Fund funds from the City and County of San
	Francisco
\$660,000	AHP program funds from The Mechanics Bank
\$1,000,000	Mental Health Services Act funds from CalHFA

"Services Agreement" means the Contract for Services dated \_\_\_\_\_, and between Tenant Services Contractor and HSH for the provision of services to LOSP Clients at the Project.

"Projected Shortfall" means the amount, if any, by which the Assisted Units Operating Costs (as defined in Section 5.6)] for any Business Year during the Term are projected to exceed the Project Income obtained from the Assisted Units for such Business Year.

"Subsidy Payment" means a payment made by MOHCD to Grantee pursuant to the terms of this Agreement, which shall be made in the manner and in the amount specified in <u>Article 5</u> below.

"Subsidy Reserve Account" means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOHCD as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program, and used only for the purposes specified in Section 4.3.

"Tenant" shall mean a LOSP Client who leases an Assisted Unit.

"Tenant-Paid Rent" means the annual amount charged to Tenants for rent, not including any applicable utility allowance, which must be included when calculating Gross Tenant Rent.

"Tenant Services Contractor" shall mean Lutheran Social Services of Northern California, a California non-profit public benefit corporation.

"Term" shall have the meaning given to in Section 3.

"Termination Notice Date" shall have the meaning given to in Section 4.1.

"Transition Plan" shall have the meaning given to in Section 2.5.

"Underlying Restricted Rent" is the maximum Gross Rent allowed under the MOHCD Loan Agreement or any other more-restrictive covenants under City-approved funding agreements.

"Vacancy Period" shall have the meaning given to in Section 4.1.

"15-Year Cash Flow" means the cash flow projection described in the attached Exhibit B.

- 1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of MOHCD. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of MOHCD. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to MOHCD. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.
- **1.3 References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

# ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or for other MOHCD expenditures. Grantee acknowledges that MOHCD's obligation to make Subsidy Payments under this Agreement is expressly conditioned on the (a) appropriation of sufficient funds to HSH for Subsidy Payments and transfer of such funds from HSH to MOHCD (or as MOHCD may direct such funds to be transferred directly by HSH to Grantee), which appropriation and transfer is subject to HSH's annual operating budget, or (b) appropriation of sufficient funds for Subsidy Payments to MOHCD's annual operating budget. If the funds appropriated for Program subsidy payments in a given year will be insufficient to fund the total Program subsidy payments MOHCD intended to make in such year, MOHCD shall have the right to reduce the amount of Program subsidy payments and to select the qualifying projects subject to such reduced payments.

Notwithstanding the foregoing, however, qualifying projects that are not financed with State Department of Housing and Community Development Multifamily Housing Program Supportive Housing Component funds ("HCD Funds") will be subject to such Program subsidy payment reductions before any such reductions are made to qualifying projects financed with HCD Funds.

If MOHCD determines that Subsidy Payments for any given period must be reduced due to a shortfall in appropriated Program funds (a "Non-Appropriation Event"), MOHCD shall notify Grantee that a Non-Appropriation Event has occurred. City's obligation to make any Subsidy Payments in excess of those for which sufficient funds have been appropriated shall automatically terminate as of such Non-Appropriation Event, except as may be required pursuant to Section 2.5 below. Grantee acknowledges that HSH's and MOHCD's annual operating budgets are each subject to the discretion of City's Mayor and Board of Supervisors and a Non-Appropriation Event may occur during the Term and, accordingly, that Subsidy Payments may subsequently not be made in the amounts projected pursuant to this Agreement. Grantee's assumption of such risks is part of the consideration for this Agreement.

- **2.2** Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:
- (a) City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification, the current Controller certification for Grant Funds is only for the First Subsidy Payment, and Controller certification will be a condition precedent for all other Subsidy Payments to the extent that Project Transition Reserve Account funds are not available to fund such Subsidy Payments.

- (b) Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee if they are beyond the scope of the services, materials, equipment and supplies agreed upon herein and were not approved by a written amendment to this Agreement lawfully executed by City.
- (c) City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement, which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- (d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available for such purposes in the budget of HSH or MOHCD or by supplemental appropriation.
- **2.3 Automatic Termination for Nonappropriation or Nontransfer of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of the period of the City's Business Year that a Non-Appropriation Event occurs, except as otherwise set forth in Section 2.5.
- **2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS <u>ARTICLE 2</u> AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS <u>ARTICLE 2</u> SHALL GOVERN.
- 2.5 Program Transition Reserve Account. All LOSP subsidy payments, including the Subsidy Payments, are conditioned on the appropriation of sufficient funds therefor and the transfer of such funds to MOHCD's annual budget. MOHCD intends to establish a reserve account, as MOHCD deems appropriate and in its sole discretion, to fund all or a portion of selected LOSP subsidy payments in the event sufficient funds are not so appropriated or transferred (the "Program Transition Reserve Account"). If there is a Non-Appropriation Event, City shall use Program Transition Reserve Account funds to disburse such Subsidy Payments to the extent there are sufficient Program Transition Reserve Account funds for such disbursements.

If there is a Non-Appropriation Event, and City fully funds the following year's Subsidy Payment in the amount shown on Exhibit A (whether with Program Transition Reserve Account funds or otherwise), this Agreement shall remain in effect through the last day of the period for which such Subsidy Payment is made. In the event City continues to fully fund subsequent Subsidy Payments, this Agreement shall remain in effect through the last day of the period for which each such subsequent Subsidy Payment is made.

City shall have no obligation to replenish or supplement the Program Transition Reserve Account. City shall have the right to, at MOHCD's discretion, use Program Transition Reserve Account funds to make subsidy payments to LOSP grantees other than Grantee. The Program Transition Reserve Account shall remain the City's property at all times and any interest that accrues thereon shall remain the sole property of City and will be deemed part of the Program Transition Reserve Account. If any funds remain in the

Program Transition Reserve Account at the expiration of the Term or earlier termination of this Agreement, such funds shall remain with City and Grantee shall have no rights thereto.

Grantee agrees that it shall not make any distributions or payments of Residual Receipts, as defined in the MOHCD Loan Agreement, until City has approved the distribution or payment of such Residual Receipts.

### ARTICLE 3 TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the first day of January 2032, unless earlier terminated in accordance with the terms herein.

### ARTICLE 4 PERFORMANCE OF GRANT OBLIGATIONS

#### 4.1 Lease of Assisted Units.

(a) Commencing on the Initial Leasing Date, Grantee shall lease all of the Assisted Units to the LOSP Clients it selects from Referrals supplied by the City.

If an Assisted Unit lease terminates at any time, Grantee shall deliver written notice of such termination to City within five (5) business days of such termination (the "Termination Notice Date"). City shall accordingly deliver a Referral to Grantee within fifteen (15) business days of receiving such Assisted Unit lease termination notice and Grantee shall lease such vacated Assisted Unit to the LOSP Client within the sixty (60) day period immediately following its receipt of such Referrals (each such additional lease up date shall be referred to as an "Additional Leasing Date"). The period of time between a Termination Notice Date and the corresponding Additional Leasing Date shall be referred to as a "Vacancy Period". After the Initial Leasing Date, an Assisted Unit may remain vacant during any Vacancy Period applicable to such Assisted Unit. If City fails to timely deliver the required Referrals at any time, until City delivers such Referrals, Grantee can submit a request to City to use a qualified candidate identified by Grantee that satisfies the requirements of Exhibit D, and such request shall not be unreasonably denied.

- (b) Grantee shall give preference in occupying all Project residential units first to Certificate of Preference Holders in accordance with the Operational Rules and the Preferences Ordinance; provided that such applicants satisfy all other applicable eligibility requirements under the City Loan Documents and the Senior Loan Documents.
  - (c) Intentionally Omitted.
- (d) Grantee shall have sole discretion in selecting the LOSP Clients that will be Tenants, provided that Grantee's decision not to rent an Assisted Unit to an LOSP Client referred to Grantee by City shall not be unreasonably withheld or conditioned, and provided further that Grantee shall not discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the leasing of the Assisted Units.
- (e) Grantee shall comply with the Tenant Selection Plan Policy set forth in the attached **Exhibit H** when selecting tenants for the Assisted Units.
- (f) Grantee shall comply with the Tenant Screening Criteria Policy set forth in the attached **Exhibit I** when screening tenants for the Assisted Units.

- (g) Grantee shall rent each Assisted Unit to a Tenant pursuant to a separate lease agreement that complies with this Agreement. Each Tenant lease shall provide for termination of such lease and such Tenant's consent to immediate eviction if the Tenant has made any material misrepresentation in the initial income certification made by Tenant to City or in any later income certification made by Tenant to Grantee. The lease agreement for each Assisted Unit must also contain the applicable Lease Addendum, which can be found in the LOSP Policies and Procedures Manual.
- (h) Grantee shall obtain each Tenant's recertification of his/her household income on an annual basis. Such income certifications shall be prepared pursuant to low income housing tax credit guidelines for household income and shall be maintained on file at Grantee's principal office for no less than five (5) years following the date of such certification, and Grantee must file or cause to be filed copies thereof with MOHCD promptly upon MOHCD's request therefor.
- (i) Security deposits may be required of Tenants only in accordance with applicable federal regulations, state law and this Agreement. Any security deposits collected must be segregated from all other funds of the Project in an account held in trust for the benefit of the Tenants and other tenants of the Project and disbursed in accordance with California law. The balance in such security deposit account must at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits or interest thereon returned to Tenants or any other tenants of the Project.

#### 4.2 Rent Restrictions.

- (a) Gross Rent charged for any Tenant shall be the lower of fifty percent (50%) of a Tenant's gross monthly income, or the maximum rent allowed under the MOHCD Loan Agreement.
- (b) With the written approval of DSHH, the Gross Rent charged to a Tenant may be increased as a result of a determination by HSH that such Tenant is no longer eligible under the Program, so long as the Gross Rent charged does not exceed the Underlying Restricted Rent. Notwithstanding the forgoing, Tenants deemed no longer eligible by HSH who remain occupants of the Project shall still be considered a LOSP Client and the Tenant's Unit shall still constitute an Assisted Unit for purposes of compliance with the requirements of this Agreement.
- (c) Grantee must provide MOHCD at least annually a report showing actual household income level and Gross Rent for each Tenant.
- **4.3 Operating Reserve Account; Subsidy Reserve Account.** Grantee shall comply with all of its requirements for the Operating Reserve Account under the MOHCD Loan Agreement. In addition, if the Subsidy Payment made to Grantee for a Business Year exceeds the Approved Shortfall for such Business Year, as determined pursuant to the reports delivered under Section 6.1, Grantee shall deposit such excess amount in the Subsidy Reserve Account. Grantee shall not use Subsidy Reserve Account funds, or any interest earned thereon, for any purpose other than as provided in this Agreement The only funds that shall be held in the Subsidy Reserve Account shall be the moneys deposited therein pursuant to this Section and the interest earned thereon.

If the Approved Shortfall for a Business Year exceeds the Subsidy Payment made to Grantee for such Business Year, Grantee shall first use Subsidy Reserve Account funds, to the extent available, to pay the Assisted Units Operating Costs that comprise such excess shortfall. If the Subsidy Reserve Account plus Subsidy Payment funds are insufficient to pay all of the Assisted Units Operating Costs in any given Business Year, Grantee shall use Operating Reserve Account funds, if any, to pay the remaining Assisted Units Operating Costs, subject to any approval Grantee must obtain from any lender under the Senior Loan Documents or Grantee's tax credit limited partner to so use the Operating Reserve Account funds.

### 4.4 [Intentionally Omitted]

**4.5** Annual Operating Budget. The Annual Operating Budget attached hereto as **Exhibit B** sets forth Grantee's anticipated Operating Costs, Project Income and Projected Shortfall for the Term of the Agreement. Grantee shall pay Operating Costs in conformity with the approved Annual Operating Budget. MOHCD's prior written consent shall not be required before Grantee can spend funds on Operating Costs that differ in amount from the amounts in the Annual Operating Budget.

Grantee can submit requests to change the amount of the Annual Operating Budget and corresponding Subsidy Payment for any year during the term by supplying a written proposal to MOHCD. MOHCD will provide project-specific guidance about other materials required to required to analyze the requested change including but not limited to a variance analysis that includes a quantitative assessment of the difference between projected annual income and expenses and actual annual income and expenses, and explanations for the cause of any significant variances.

Any travel expenses incurred by Grantee must be reasonable and must comply with the following:

- (i) Lodging, meals and incidental expenses shall not exceed the then-current per diem rates set forth by the United States General Services Administration for the County of San Francisco found at: https://www.gsa.gov/portal/category/104711.
- (ii) Air transportation expenses must use fares for coach-class accommodations, provided that purchases for air travel must occur no less than one week before the travel day.
- (iii) If ground transportation is required, the City urges the use of public transit or courtesy shuttles if provided by a lodging. If courtesy transportation is not provided by a lodging, ground transportation expenses for travel to or from regional airports must not exceed Fifty Dollars (\$50.00) each way. Other ground transportation expenses must not exceed then-current San Francisco taxi rates found at: https://www.sfmta.com/getting-around/taxi/taxi-rates. Ground transportation shall not include any expenses for luxury transportation services, such as a limousine, or any expenses related to travel to or from Project site meetings by Borrower's employees.
- (iv) Miscellaneous travel expenses must not exceed Fifty Dollars (\$50.00) without prior written approval of the City.
- (v) Any Disbursement Request for travel expenses must include supporting documentation, including, without limitation, original itemized receipts showing rates and cost, air travel itinerary, proof of payment, and any written justification requested by the City.

For the purpose of this Section, the terms "lodging," "meals" and "incidental expenses" shall have the same meanings defined in 41 CFR Part 300-3; the term "coach-class" shall have the same meaning defined in 41 CFR Part 301-10.121(a); and the term "miscellaneous" means copying services, printing services, communication services, or other services reasonably related to travel for the Project and approved by the City.

4.6 Grantee's Board of Directors. Grantee's manager, if Grantee is a limited liability company, or Grantee's general partner or the sole member of the limited liability company general partner, if Grantee is a limited partnership, shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in such entity's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Such entity's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

#### 4.7 [Intentionally Omitted]

### 4.8 Maintenance and Management of Project.

- (a) Grantee shall be responsible for ensuring all Project maintenance, repair and management functions, including the collection of rents, routine and extraordinary repairs and replacement of capital items, and for keeping the Project in a safe and sanitary manner and in good operating condition in accordance with all Applicable Laws, the City Loan Documents and the Senior Loan Documents (collectively, the "Maintenance Duties").
- (b) Grantee may contract with a management agent for the performance of the Maintenance Duties subject to MOHCD's prior written approval of both the management agent and the management contract, provided, however, that the arrangement will not relieve Grantee of responsibility for performance of those duties. A management contract must contain a provision allowing Grantee to terminate the contract without penalty upon no more than thirty (30) days' notice.
- Outies are not being performed in accordance with this Agreement. If Grantee is then in contract with a management agent pursuant to subsection (b) above, and such management agent fails to fully cure such failure within thirty (30) days of the date that MOHCD delivers such written notice, Grantee shall exercise such thirty (30) day termination right, terminate the management contract and make immediate arrangements for cure of such failure and for the continuous and continuing performance of the Maintenance Duties. If, at the time of such notice, Grantee is not in contract with a management agent pursuant to subsection (b) above, in addition to MOHCD's rights hereunder, MOHCD shall have the right to require that Grantee, at Grantee's sole cost, contract with a management agent to perform the Maintenance Duties, or to make other arrangements the City deems necessary to ensure full and timely performance of the Maintenance Duties.
  - (d) Grantee shall operate the Project in compliance with all Applicable Laws.

#### 4.9 Services Agreement; Provision of Services.

- (a) Grantee hereby agrees to allow the Tenant Services Contractor (and any subsequent service provider) access to the Project at all reasonable times for the provision of services to the Project's LOSP Clients.
- (b) Grantee shall promptly provide written notice to MOHCD if Grantee obtains knowledge of any default, or event that with notice or the passage of time or both could constitute a default, under the Services Agreement.
- (c) In the event that the Services Agreement is terminated for any reason, or that MOHCD and/or HSH determines that the Tenant Services Contractor needs to be replaced, Grantee shall cooperate in good faith with MOHCD and HSH in obtaining a new service provider for the LOSP Clients in the Project. In such an event, the selection of the new service provider for the Project shall require Grantee's prior consent, which shall not be unreasonably delayed or denied. Grantee hereby agrees and acknowledges that nothing in this Agreement gives Grantee any right to consent to the MOHCD and/or HSH determination to terminate the Services Agreement or to replace the Tenant Services Contractor.

### ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

**5.1** Maximum Amount of Grant Funds; Disbursement of Subsidy Payments. In no event shall the total amount of Grant Funds disbursed hereunder exceed Thirteen Million One Hundred Thirty One Thousand Three Hundred Twenty-one Dollars (\$13,131,321) (the "Grant Amount"). Subject to Grantee's performance of its obligations under this Agreement and MOHCD's receipt of sufficient funds, as further set forth in Article 2, the Grant Funds shall be disbursed through Subsidy Payments.

Provided that Grantee is in compliance with all of the conditions for receipt of the First Subsidy Payment, City shall deliver the First Subsidy Payment to Grantee within twenty (20) business days immediately following the Agreement Date. For every subsequent year during the Term, provided that Grantee is in compliance with all of the conditions for receipt of a Subsidy Payment, City shall deliver the Subsidy Payment for such year to Grantee within sixty (60) business days immediately following the date when the funds have been made available for MOHCD for disbursement.

### 5.2 Subsidy Payment Amounts and Adjustments.

- (a) The 15-Year Cash Flow is the Parties' current expectations of Operating Costs and Projected Shortfalls during the Term. The Parties anticipate that the amount of the First Subsidy Payment and each subsequent Subsidy Payment shall be as shown on **Exhibit A**. The First Subsidy Payment amount reflects the Projected Shortfall for the period starting on the Effective Date. Notwithstanding the foregoing initial calculations of the 15-Year Cash Flow and the Subsidy Payment amounts, however, each Subsidy Payment (including the First Subsidy Payment) is subject to further adjustment pursuant to this Section and City's annual review and approval of the applicable Annual Operating Budget. The City shall reduce the subsequent Subsidy Payments by the amount of any funds held in the Subsidy Reserve Account.
- (b) The total amount of all Subsidy Payments made hereunder shall not exceed the Grant Amount. If the total amount of all Subsidy Payments made hereunder equals the Grant Amount at any time prior to the expiration of the Term, no further Subsidy Payments shall be made hereunder. If any Subsidy Payment would, if made, cause the total amount of all Subsidy Payments made hereunder to exceed the Grant Amount, such Subsidy Payment shall be accordingly reduced so the total amount of Subsidy Payments made hereunder equals the Grant Amount.
- **5.3** Use of Grant Funds. Grantee shall use the Grant Funds only for Assisted Units Operating Costs and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Annual Operating Budget.
- **5.4** Conditions Precedent to Payment of First Subsidy Payment. Grantee shall fully satisfy each of the following conditions prior to delivery of the First Subsidy Payment.
- (a) Grantee must have delivered to the City fully executed (and for documents to be recorded, acknowledged) originals of the following documents, in form and substance satisfactory to the City: (i) this Agreement (in triplicate); (ii) the Opinion; and (iii) the Authorizing Resolutions.
  - (b) Grantee must have delivered its Charter Documents to the City.
- (c) Grantee shall be in compliance with all of its obligations under City Loan Documents and the Senior Loan Documents.
- (d) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of the First Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and HSH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.
- (e) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of the Initial Subsidy Payment is to be disbursed hereunder.

- 5.5 Conditions Precedent to Payment of Subsequent Subsidy Payments. Grantee shall fully satisfy each of the following conditions prior to delivery of any Subsequent Subsidy Payment:
- (a) Grantee shall be in compliance with all of its obligations under the City Loan Documents and the Senior Loan Documents.
- (b) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of any Subsequent Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and DPH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.
- (c) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of such Subsidy Payment is to be disbursed hereunder.
- 5.6 Allocation of Grant Funds and Calculation of Assisted Unit Operating Costs. For the purposes of determining the Subsidy Payment and the Projected Shortfall, City and Grantee have agreed that the parties shall allocate forty-five percent (45%) of the total Operating Costs to the Assisted Units ("Assisted Units Operating Costs") and fifty-fivepercent (55%) of the total Operating Costs to the non-Assisted Units. For most budget line items, LOSP units are assigned a prorated share of the total project operating cost. There are some line items where alternative portions of the line item may be proposed. Exhibit B depicts the allocation of Operating Costs between the Assisted and non-Assisted Units, including and budget line items for which alternative portions have been allocated to the Assisted/non-Assisted units.

# ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports; Operating Statements. Grantee must file electronically with the City no later than one hundred fifty (150) days after the end of Grantee's calendar year annual report forms (the "Annual Monitoring Report") that include audited financial statements including any management letters; an income and expense statement for the Project covering the applicable reporting period "Operating Statement"; a statement of balances, deposits and withdrawals from all Accounts; and evidence of required insurance. The Annual Monitoring Report must be in substantially the form attached as Exhibit G or as later modified by MOHCD during the Term.

Such Annual Monitoring Report shall include a list of the Assisted Units Operating Costs paid by Grantee during such applicable prior Business Year and Grantee's certifications that (a) the total Grant Funds received by Grantee as of the end date of the applicable Business Year have been used only to pay Assisted Units Operating Costs, (b) all of Grantee's representations and warranties in this Agreement remain true and correct in all material respects as if made on the end date of such the applicable Business Year, (c) there is no Event of Default by Grantee as of the end date of the applicable Business Year, and (d) the party signing the Annual Monitoring Report is an officer of Grantee authorized to do so on Grantee's behalf.

**6.2** Organizational Documents. Prior to the Effective Date, Grantee shall provide to City the following documents (collectively, the "Charter Documents"): a certified certificate of status and (a) if Grantee is a corporation, its bylaws, and a certified copy of its articles of incorporation; (b) if Grantee is limited partnership, its partnership agreement, a certified copy of its certificate of partnership, and the organizational documents of its general partner; and (c) if Grantee is a limited liability company, its operating agreement, a certified copy of its certificate of limited liability company, and the organizational

documents of its manager. All certified documents to be provided pursuant to this Section shall be certified by the California Secretary of State or, if the entity for which a certified document is to be provided was not organized in the State of California, certified by the Secretary of State of such entity's state of organization, no earlier than two (2) months prior to the Effective Date. The Charter Documents must be delivered to the City in their original form, as amended if applicable.

- **6.3** Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- **6.4** Financial Statements. As noted in Section 6.1, Grantee shall also deliver to City, no later than one hundred fifty (150) days following the end of any Business Year, an audited balance sheet and the related statement of income and cash flows for such Business Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, including any management letters supplied by the auditors.
- 6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of Operating Expenses and Project Income and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Operating Costs incurred and paid and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later. Grantee agrees to maintain and make available to MOHCD, during regular business hours, accurate books and accounting records relating to the Project and the Tenants. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon MOHCD by this Section. All financial reports must be prepared and maintained in accordance with GAAP as in effect at the time of performance.
- **6.6 Inspection and Audit.** Grantee shall make available to MOHCD, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit MOHCD, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of MOHCD pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- 6.7 Submitting False Claims; Monetary Penalties. Grantee acknowledges and agrees that it is a "contractor" under and is subject to San Francisco Administrative Code Section 21.35. Under such Section 21.35, any contractor, subgrantee or consultant who submits a false claim shall be liable to City for three times the amount of damages which City sustains because of the false claim. A contractor, subgrantee or consultant who submits a false claim shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to Ten Thousand Dollars (\$10,000) for each false claim. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently

discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

- 6.8 **Project Monitoring Generally.** Grantee understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Grantee acknowledges that the City may also conduct periodic on-site inspections of the Project. Grantee must cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.
- 6.9 **Notice Requirement for Changes in Director Positions.** Grantee must provide written notice of the replacement of its executive director, director of housing development, director of property management and/or any equivalent position within thirty (30) days after the effective date of such replacement.

### ARTICLE 7 TAXES

- 7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Funds or any of the activities contemplated by this Agreement.
- 7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
- (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.
- **7.3 Earned Income Credit (EIC) Forms.** Administrative Code Section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.
- (a) Grantee shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Grantee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Grantee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- (b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Grantee of the terms of this Agreement. If, within thirty (30) days after Grantee receives written notice of such a breach, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Grantee fails to commence efforts to

cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

- (c) Any Subcontract entered into by Grantee shall require the subgrantee to comply, as to the subgrantee's Eligible Employees, with each of the terms of this Section.
- (d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

# ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

- 8.1 Organization; Authorization. Grantee shall be a limited liability company or a limited partnership, and Grantee's manager, if Grantee is a limited liability company, or Grantee's general partner, or the general partner's sole member of the general partner (if general partner is a limited liability company), is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed, and which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- **8.2** Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15.
- **8.3** No Misstatements. No document furnished or to be furnished by Grantee to MOHCD in connection with the Application Documents, this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- **8.4** Conflict of Interest. Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify MOHCD if it becomes aware of any such fact during the term of this Agreement.

### ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by:
(a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party

of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

- 9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party shares in liability with respect thereto.
- 9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.
- 9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

### ARTICLE 10 INSURANCE

- **10.1 Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:
- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than One Million Dollars (\$1,000,000) each claim.
- **10.2** Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as additional insured City and its officers, agents and employees. With respect to the Commercial Automobile Insurance the City and its officers, agents and employees shall only be additional insured as to to liability arising out of the use, by Grantee's employees, of automobiles, whether owned, leased, hired or borrowed, in connection with the Project.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- 10.3 Additional Requirements for All Policies. Contractor shall provide thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
- 10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- **10.7** Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

### ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

- 11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:
- (a) **False Statement**. Any statement, representation or warranty contained in this Agreement, in the Application Documents, or in any other document submitted to City under this Agreement is found by City to be false or misleading when made.

- (b) Improper Use of Grant Funds; Failure to Perform Other Covenants and Obligations. Grantee uses Grant Funds for any purpose other than for the payment of Assisted Units Operating Costs (or reimbursement for its advance payment thereof), fails to use the Subsidy Payments it receives to pay Assisted Units Operating Costs (or reimbursement for its advance payment thereof), or otherwise fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due, or if such breach can not be cured in ten (10) days, then City shall not exercise its remedies hereunder as long as Grantee continues to diligently pursue a cure of the breach; provided, however, that: (i) in the case of an improper use of Grant Funds, in no event shall such cure period extend beyond thirty (30) days after the date on which such performance or observance is due, and (ii) in the case of other defaults under this Section 11.1(b), in no event shall such cure period extend beyond ninety (90) days after the date on which such performance or observance is due.
- (c) **Default under City Loan Documents or Senior Loan Documents.** Grantee defaults under any City Loan Document or any of the Senior Loan Documents (after expiration of any grace period expressly stated in any such agreement).
- (d) Voluntary Insolvency. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (e) Involuntary Insolvency. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within 60 days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.
- (f) New Encumbrances. Any lien is recorded against all or any part of the Real Property or the Project without MOHCD's prior written consent, and the lien is not removed from title or otherwise remedied to MOHCD's satisfaction within thirty (30) days after Grantee's receipt of written notice from MOHCD to cure the default, or, if the default cannot be cured within a thirty (30) day period, Grantee will have sixty (60) days to cure the default, or any longer period of time deemed necessary by MOHCD, provided that Grantee commences to cure the default within the thirty (30) day period and diligently pursues the cure to completion.
- (g) **Damage or Destruction**. All or a substantial or material portion of the Project is damaged or destroyed by fire or other casualty or is condemned, seized or appropriated by any non-City governmental agency or subject to any action or other proceeding instituted by any non-City governmental agency for any purpose with the result that the Project cannot be operated for its intended purpose.
- (h) **Dissolution**. Grantee or Grantee's general partners are dissolved or liquidated or merged with or into any other entity or ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days, or all or substantially all of Grantee's assets are sold or otherwise transferred except as permitted.

- Assignment. Without MOHCD's prior written consent, Grantee assigns or attempts to assign any rights or interest under this Agreement or encumber its interests hereunder, whether voluntarily or involuntarily, or voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Grantee or of its right, title or interest in the Project or the Real Property, other than: (a) leases, subleases or occupancy agreements to occupants of Units and/or Commercial Space in the Project; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by City in its reasonable discretion (c) transfers from Borrower to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Borrower or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity; (d) transfers of the general partner's or manager's interest in Borrower to a nonprofit public benefit corporation approved in advance by the City; (e) transfers of any limited partnership or membership interest in Borrower to an investor pursuant to the tax credit syndication of the Project or any subsequent transfer of a limited partnership interest in Borrower by an investor limited partner in Borrower, or any direct or indirect transfer of a limited partnership interest or membership interest in any investor limited partner in Borrower; (f) any transfer permitted under the City Documents; or (g) the grant or exercise of an option agreement between Borrower and Borrower's general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.
- (j) Account Transfers. Without MOHCD's prior written consent, to the extent such consent is required pursuant to this Agreement, Grantee transfers, or authorizes the transfer of, funds in any account required or authorized under this Agreement.
- (k) Changed Financing Condition. Any material adverse change occurs in the financial condition or operations of Grantee, such as a loss of services funding or rental subsidies (excluding the reduction of any Subsidy Payment hereunder) that has a material adverse impact on the Project.

An Event of Default under this Agreement that remains uncured shall be a default under the City Loan Documents.

- 11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:
- (a) **Termination**. City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights and obligations of Grantee hereunder shall be extinguished. In the event of such termination, the City will allow Grantee to use previously disbursed Subsidy Payment funds to pay for only Operating Costs incurred prior to the termination date. The remaining balance of any Subsidy Payment not used to pay for previously incurred Operating Costs must be returned to the City.
- (b) Withholding of Grant Funds. City may withhold all or any portion of Grant Funds not yet disbursed hereunder. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.
- (c) Offset. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under the MOHCD Loan Agreement or any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) Return of Grant Funds. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this

Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement, any other City Document and/or Applicable Laws. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

### ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- 12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. The Grantee acknowledges and agrees that the financial projections and audited financial statements required under this Agreement shall be public records subject to disclosure upon request.

# ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Section 13.1 shall not prevent transfers that are expressly permitted under the City Loan Documents.
- **13.2** Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- **13.3 Subcontracting.** Grantee shall not subcontract or assign any portion of this Agreement to any other party without the prior written consent of City; notwithstanding the foregoing, Grantee may subcontract for property management and maintenance without the consent of the City.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

# ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- 14.2 Direction. Any terms in this Agreement referring to direction or instruction from MOHCD or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

### 14.3 Consequences of Recharacterization.

- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
- (c) A determination of employment status pursuant to either subsection (a) or (b) of this <u>Section 14.3</u> shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

# ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, (c) sent by facsimile (if a facsimile number is provided below), provided that a copy of such notice shall be deposited in the U.S. mail, first class, or (d) deposited with a nationally-recognized overnight delivery service, provided that next business-day delivery is requested:

If to MOHCD or City:

Mayor's Office of Housing and Community Development

One South Van Ness, 5<sup>th</sup> Floor San Francisco, CA 94103 Attn: Asset Manager

Telephone No.: 415-701-5500

Facsimile No.: 415-701-5501

If to Grantee:

Polk Senior Housing Associates, L.P. c/o TNDC

201 Eddy Street

San Francisco, CA 94102 Attention: Executive Director

With a copy to:

Gubb & Barshay LLP

50 California Street, Suite 3155 San Francisco, CA 94111

Attention: Scott R. Barshay, Esq.

- 15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice; or (d) if sent by nationally-recognized overnight delivery service, the next business day following deposit therewith, provided that next business-day delivery is requested.
- **15.3** Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

# ARTICLE 16 COMPLIANCE

### 16.1 Reserved.

# 16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate**. In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts**. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) Non-Discrimination in Benefits. Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

- (d) **Condition to Contract**. As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.
- (e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.
- 16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this Section.
- **16.4** Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
- **16.5 Drug-Free Workplace Policy.** Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.
- 16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.
- 16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with its activities hereunder and shall comply at all times with the provisions of the ADA.

# 16.8 Requiring Minimum Compensation for Employees.

a. Grantee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Grantee's obligations under the MCO is set forth in this Section. Grantee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

- b. The MCO requires Grantee to pay Grantee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Grantee is obligated to keep informed of the thencurrent requirements. Any subcontract entered into by Grantee shall require the subgrantee to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Grantee's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Grantee.
- c. Grantee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Grantee shall maintain employee and payroll records as required by the MCO. If Grantee fails to do so, it shall be presumed that the Grantee paid no more than the minimum wage required under State law.
- e. The City is authorized to inspect Grantee's job sites and conduct interviews with employees and conduct audits of Grantee
- f. Grantee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Grantee fails to comply with these requirements. Grantee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Grantee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.
- h. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Grantee later enters into an agreement or agreements that cause Grantee to exceed that amount in a fiscal year, Grantee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Grantee and this department to exceed \$25,000 in the fiscal year.
- **16.9 Limitations on Contributions**. Through execution of this Agreement, Grantee acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which

prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Grantee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Grantee; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

# 16.10 First Source Hiring Program.

- a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.
- b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the First Source Hiring Administrator ("FSHA"), the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:
- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.
- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined

by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
  - (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.
- c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.
- d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.
  - e. Liquidated Damages. Contractor agrees:
    - (1) To be liable to the City for liquidated damages as provided in this section;

- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.
- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**f. Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this Section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this Section. In the event Grantee violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 **16. Supervision of Minors.** Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care.

If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3).

If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian.

Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee.

Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

- 16.14 **Protection of Private Information.** Grantee agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Grantee agrees to all of the following:
- (a) Neither Grantee nor any of its subgrantees shall disclose Private Information obtained from the City in the performance of this Agreement to any other subgrantee, person, or other entity, unless one of the following is true:
  - (1) The disclosure is authorized by this Agreement;
- (2) The Grantee received advance written approval from the Contracting Department to disclose the information; or
  - (3) The disclosure is expressly required by a judicial order.
- (b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) "Private Information" shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Grantee to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Grantee, or bring a false claim action against Grantee.
- 16.15 Public Access to Meetings and Records. If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.
- 16.16 Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual

pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Grantee shall remove all graffiti from any real property owned or leased by Grantee in the City and County of San Francisco within forty eight (48) hours of the earlier of Grantee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This Section is not intended to require a Grantee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. Sections 101 et seq.).

Any failure of Grantee to comply with this Section shall constitute an Event of Default of this Agreement.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

# 16.18 Slavery Era Disclosure.

- (a) Grantee acknowledges that this Agreement shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."
- (b) In the event the Director finds that Grantee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Grantee shall be liable for liquidated damages in an amount equal to the Grantee's net profit on the Agreement, 10 percent of the total amount of the Agreement, or \$1,000, whichever is greatest as determined by the Director. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Grantee from any Agreement with the City.
  - (c) Grantee shall maintain records necessary for monitoring their compliance with this provision.
- 16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this

Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

### ARTICLE 17 MISCELLANEOUS

- 17.1 No Waiver. No waiver by MOHCD or City of any default or breach of this Agreement shall be implied from any failure by MOHCD or City to take action on account of such default if such default persists or is repeated. No express waiver by MOHCD or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or MOHCD of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by MOHCD or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- 17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of MOHCD who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Exhibit A, Projected Project Subsidy Payments

Exhibit B, Annual Operating Budget for Initial Operating Period and 15-Year Cash Flow

Exhibit C, Real Property Legal Description

Exhibit D, LOSP Client Selection Criteria

Exhibit E, Intentionally Omitted

Exhibit F, Lobbying/Debarment Certification Form

Exhibit G, Annual Monitoring Report

Exhibit H, Tenant Selection Plan Policy - LOSP

Exhibit I, Tenant Screening Criteria Policy - LOSP

- 17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

- 17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- 17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties
Section 6.8	Ownership of Results.
Article 7	Taxes
Article 9	Indemnification and General Liability
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous

- 17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.
- **17.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY:	GRANTEE:
CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation  By:	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
By:  Edwin M. Lee Mayor  By:  Olson Lee Director, Mayor's Office of Housing and Community Development	I have read and understood Section 16.2, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
APPROVED AS TO FORM:	Polk Senior Housing Associates, L.P., a California limited partnership
DENNIS J. HERRERA City Attorney	By: Polk Senior Housing Associates, a California limited liability company, its General Partner
By: Deputy City Attorney	By: Polk Senior Housing LLC, a California nonprofit public benefit corporation, its Sole Member/Manager  By: Don S. Falk Its: Executive Director
,	Federal Tax ID #: 56-2568859
	City Vendor Number:

# Exhibit A – Projected Project Subsidy Payments

# MOHCD Proforma - Exhibit A

# LOSP FUNDING SCHEDULE

Project Address: 990 Polk Senior Apartments
Project Start Date: 7/1/2017

				Total	
				Disbursement	Estimated
		Full Year	# Months	for	Disbursement
Calenda	ar Year	Funding Amount	to Fund	Calendar Year	Date
CY-1	2017	\$561,852	6	\$280,926	6/1/2017
CY-2	. 2018	\$596,826	12	\$596,826	1/1/2018
CY-3	2019	\$627,859	12	\$627,859	1/1/2019
CY-4	2020	\$660,178	12	\$660,178	1/1/2020
CY-5	2021	\$693,839	12	\$693,839	1/1/2021
CY-6	2022	\$728,903	12	\$728,903	1/1/2022
CY-7	2023	\$761,605	12	\$761,605	1/1/2023
CY-8	2024	\$799,800	12	\$799,800	1/1/2024
CY-9	2025	\$839,592	12	\$839,592	1/1/2025
CY-10	2026	\$881,054	12	\$881,054	1/1/2026
CY-11	2027	\$924,263	12	\$924,263	1/1/2027
CY-12	2028	\$969,299	12	\$969,299	1/1/2028
CY-13	2029	\$1,016,247	12	\$1,016,247	1/1/2029
CY-14	2030	\$1,065,198	12	\$1,065,198	1/1/2030
CY-15	2031	\$1,116,244	12		1/1/2031
CY-16	2032	\$1,169,486	<u> </u>	. , , , , , , , , , , , , , , , , , , ,	1/1/2032
		Total Contrac	t Amount:	\$13,131,321	

Exhibit B - Annual Op	perating Budget:	for Initial Operati	ng Period and	15-Year	Cash Flow
-----------------------	------------------	---------------------	---------------	---------	-----------

### MOHCO Proforms - Year 1 Operating Budget

	Application Date: 11/1/2016 Total # Units: 110 First Year of Operations (provide data assuming that Year is a fall year, i.e. 12 months of operations): 2017	105P Units no	60		Project Name: 980 Polk Senior Apartments Project Address: 990 Polk Street Tenderion Neighborhood Development Project Sponsor; Corporation			
	INCOME Residential - Tenent Reside	LOSP + 65%   LOSP   269,640	55% non-LOSP 453,851	Total	Comments Links from Existing Proj - Rent Info Worksheet	KOEP WE KING LOSE		
	Residential - Tenaré Assistance Payments (Nor)-LISP) Residential - LOSP Tenant Assistance Payments Commercial Space Residential Pakkog	681,852 0	0	561,852	Links from 'Ediskig Proj - Rent Info' Worksheet Links from 'Commercial Op, Budger Worksheet Links from 'Ulders' & Other Income' Worksheet	IDSP   non-LOSP		
	Miscellaneous Rent Income Serpositive Services (nature) Interest Income - Project Operations Laundry and Vending	0 0 0 2,790	4,000 0 0 3,410	4,000	Links from Utblies & Other Income' Worksheet	0.00% 200 00% 45.00% 30.55.00%		
	Tenact Charges Miscellangous Residental Income Other Commercial Income Other Commercial Income Withdrawal from Capitated Research (Record to operating second)	0	8,030	8,030 0 15,300	Links from 'Ubidies & Other Income' Worksheel Links from 'Ubidies & Other Income' Worksheel Links from 'Commercial Op Budget Worksheel	0,00% 100 00% LOSP 100,00% 0 00% 100,00%	•	
	Orosa Potential Income Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	834,282 (4,451)	488,291 (5,440) 0		Vacancy loss is 1,4% of Tenant Rents,  Units from "Commercial Do Budout" Worksheet			
	- EFFECTIVE GROSS INCOME OPERATING EXPENSES Management	829,831	483,851		Unks from Commercial Op Budger Worksheet PUPA: 12,460	100P		
	Mikragement Fee Asset Majisgement Fee Sub-total Management Expanses Substocklos/Bonefits	67,452 8,888 76,349	28,908 10,884 39,772	85,360 19,752 118,112	PUPA: 1,058	70.00% 30.00% 109P non-Lose		
·	Office Saturies	157,632	8,296	165,928	85%, \$168,820 of this line is Desk Clark. In this bushing. Study, with non- loop learnest at 50% AMI, we would not have Clarks at all without a high homeless procedular.  Loop has more lessing, legal and incidents. These measures are a proxy	95,00% S10%		
	Manager's Balary Heath Instructor and Other Balastia Other Salates/Repolits Applications Repolits Applications Repolits	72,351 58,892 0	31,008 25,235 6 0		Indicator of other time consuming interactions Blended rate of all Salary abocations	70.00% 36.00% 70.00% 36.00%		
	Sub-total Salarice/Benefits Administration Advertising and Marketing Office Expenses	288,875 .745 3,544	911 4,332	353,418 1,656 7,878	PUPA: 3,213 Oto supply, pic equip, equip lease, portuge, printing	 }		
	Office Rent Legal Expense - Property Audé Expense	4,804 6,550	5,504 8,017	10,006 14,677		15 00% 85 00%		
	Bookkeeping/Accounting Services Buil Debts	9,207	11,253	2,600	tach support, computers, prof (ee, telephone, subscriptions, recruitment,	15.00% 55.00%		
	Miscellaneous Sub-total Administration Expenses Utilities	17,441 43,170	21,316 52,764	38,757 95,934	training, staff tottled water, bank charges, misc admin, payroll ave fee PUPA: 872	LOSP non-LOSP		
	Electricity Water	40,984 39,798	50,091 48,642	91,075 88,440	8/1/15 to 7/31/16 actuals are 587X 9/1/15 to 8/31/16 actuals are 584X	45.00% \$5.00%		
	Gas Sewer Sub-total Utilities Taxes and Ucenses	7,195 0 07,977	8,794 0 107,627	15,989 0 186,504		tose Samuelose		
	Resificate Tures Payor Taxes Miscelaneous Taxes, Licenses and Permits	1,800 25,885 900	2,200 11,094 1,100 14,394	4,000 36,979 2,000 42,979	As bifed 2016-17 Blanded rate of all Salary afocations	70.00% 25 00%		
	Sub-lotal Taxes and Licenses Property and Liability Insurance Fidely Bond Insurance	20,682	25,278 0	45,960		LOSP hon toss		
	Wester's & Officers' Liability insurance Sub-lotel insurance Maintenance & Repair	21,972	9,417 0 34,695	31,389 0 77,348	Blanded rate of all Salary afocations PUPA: 703	DBP nm LOSP	-	
•	Paytol Supplies	103,315 8,776	44,278 10,725 18,42D	147,593 19,500	with Losp to be allocated that 25% in addition to 45% issip link profesion. In 70%	70 00% 3030% 45.00% 55.00%		
	Contracts  Carbage and Trash Removal  Security PerceCoreact	13,412 0	16,393 0	81,400 29,505 0	Projected from August 2016 scaulit with a big intestion rate. Gazosge had high inflation history	70 00% 2820% SDSF Nen-LOSF		
	HVAC Repairs and Maintenance Vehicle and Maintenance Egopment Operation and Repairs	1,648	2,015 224	3,683 408		1		
	Miscellaneous Operating and Maintenance Expenses Sub-fotal Maintenance & Repair Expenses	8,577 178,691	10,483 102,638	19,060 201,429	PUPA: 2,558	1059 mer-LOSP		
	Supporte Strifes Commercial Expenses	77,669			Links from Commercial Op. Budger Worksheet	95 00% \$40%		
	RENT/BOND FEES  Reserves/Ground Lesse Base Rent/Bond Fees Ground Lesse Base Rent	824,162	420,320	1,286,131	PUPA: 11,810    Provide additional comments here, 6 needed.	1		
	Bond Monitoring Fee Restitement Reserve Deposit Cyanisting Restave Deposit Code, Security Restave Logosit Code, Security Restave 1 Opposit Other Resulted Reserve 2 Opposit	20,700 7,954	9,721 0	45,000 17,575		LOSE Mari-LOSE		
	Sub-total Reserves/Ground Lease Base Rent/Bond Feed		35,021		Links from Commercial Op. Budget Worksheet PUPA: 879 Mn DSCR: Aveilable for DS in Yr 1: #DW/09			
	TOTAL OPERATING EXPENSES W. RESERVES/GL BASE  NET OPERATING INCOME (INCOME minus OP EXPENSES)  DEBT SERVICE (Third debt/amorted loans)	852,616 (CTIL (22,565))	465,341 8,510		PUPA: 12,089   Martgage Rate	tour heriose		
•	Plant Debt - Frant Lander (HCD Frogram D. 42% pyork, or other 2nd L. Hand Debt - Third Lander (HCD Frogram D. 42% pyork, or other 2nd L. Hand Debt - Third Lander (Other HCD Program, or other 2nd Lander)	1,890 0	2,310 0		Provide additional comments here, if needed.  Cal/4FA-MHSA Provide additional comments here, if needed.	45.00% 38.00%		
	Hard Dally - Fourth Leader. Commarcial Hard Dally Service TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE)	(24,875)	2,310 8,200	36,603	Firefore trouserus comments pere, a research Provide additional comments bere, if needed. Links from Commercial Op. Budget Worksheet PLPA: 38	- Conference		
	Commercial Only Cash Flow Allocation of Continental Suppose in LOPPSon LOSP (responsive one AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.)	24,875	30,403 36,603	55,278 38,603 9.72		45.00% 85.00%		
	USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL  "Below-the-ben Assat light fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for Insts) Invistor Service Fee (sixa "LP Asset Migl Fee") (see policy for fenits) Other Partnership  The Service Fee (sixa "LP Asset Migl Fee") (see policy for fenits)	0	10,534 0	10,534	1 2 3	LOSP hon-LOSP		
•	Chef Pagente 196 to 2 (Pagent Bif 197) (see poor to him).  Chef Pagente 198  Non-immortan (see Pinn) Lender 1 (see of lander 6 generatis \$40.0)  Non-immortan (see Pinn) Lender 2 (seed lander 10 comments \$40.0)  Distorted Dougloop Fig. (Sees and "W Not Fig. Inom crit 1950).	0 0	0 0		Provide a dational comments here, if needed.	2000		
	TOTAL PAYMENTS PRECEDING MONCE RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MONCH)	, g	10,524 26,069	10,634 28,089	PUPA: 98			
	Realduri Recelpis Calculation Does Project have a McNott Residuel Receipt Obligation? Will Project Defer Developer Fee? Max Deferred Developer Feel Town of Residual Receipts in 17 % of Residual Receipts available for distribution to soft debt lenders:	tı		Yes No 33% 67%	Project has MOHCD ground lease? No	٥		
	Soft Dahi Landers with Realding Receipts Chilostices	m •	(C		meanoperinform drop Total Principal Ams DeM Loam Loam poyable from re \$11,126,037 \$1.799	#VALUE		
	MOHCD/CCII - Boff Debt Loans MOHCD/CCII - Boff Debt Loans MOHCD/CCII - Boff Debt Loans MCD (soff best loan) - Lander 3 Coher Boff Debt Lender - Lander 4 Coher Boff Debt Lender - Lander 6		400000000000000000000000000000000000000	Ground Lease Cast:FA-UHSA	S1,000,000   S1,000,000   S1,000,000   S219   S1,000,000   S219			
	MONCO RESIDUAL RECEIPTS DEBT SERVICE MONCO Residual Receipts Amount Dua Proposed MONCO Residual Receipts Amount to Loan Repayment Proposed MONCO Residual Receipt Amount to Residual Ground Leas		15,952 15,952	15,952 18,952	67% of residual receipts, multiplied by 91 79% — MOHCID's pro-rate share	-		
	REMAINING BALANCE AFTER MONOD RESIDUAL RECEIPTS DEBT SERVICE		0]	10,117		ı	•	
	NON-MOHOO RESIDUAL RECEIPTS DEBT SERVICE ICO Residual Receipts Amount Due Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due Lender 6 Residual Receipts Due Total Non-MOHOO Residual Receipts Debt Service				67% of residual receipts, multiplied by 8,21% — Califf A-MHSA's pro rata	share of all soft debt		
	REMAINDER (Should be zero unless there are distributions below)	See and the second		1,427 8,690		-		
	Owner Distributions/Incertive Management Fee Other Distributions/Uses Final Batence (e)round be zero)	1.1		8,690 0	100% of Borrows' share of 33% of resktual receipts	i		

										MOHCO P	sforms - 20 Ye	er Cesh Flor															
990 Polk Senior Apartments		LOSP	mon-LOSP																						[		
Total # Units:		Units SO	Urets 80			Yeari			Year 2			Year 3	_		Year 4			Year 5	—т		Year 6		_	Year 7			Year 8
	[	es more	55.00% % angust			2017		$\neg$	2018			2018			2020			2021			2022			2023			2024
INCOME				Comments (related to proved the procungations)	LOSP	non-LOSP	Total	LOSP	LOSP	Total	LOSP	LOSP	Total	LOSP	non-LOSP	Total	LOSP	nor-LOSP	Total	LOSP	non-LOSP	Yotal	LOSP	920.J-non	Total	LOSP	mon-£05P
1	l	- 1		BEA cola in terroccary very less, 1 5% incomed. Half pend bound true conclude. Screen which is associate year. Album-				. [										l	-		.			-		- 1	1
Residential - Tenant Ronts Residential - Tenant Assertance Phyrheets (Hon-LOSP) Residential - LOSP Tenant Assertance Phyrheets (Hon-LOSP)	5120	n/s	20%	ON 10th review by to resident.	269.640		723 491 -	2150	A12,928	732.669 - 596.820		472,167	741,827	267.540		751.271	257,640	491,263	760 803	202,540 724 NO	501,088	770 728	20,640	511,110	780.750	21,540 70,400	521,352
Commercial Spaces Residential Parking	5140 5170 5190		30%	100's Commercial Income is Nov-LOSP		400	4,671	2022	Zim.	66 B17	-	in	4.701		436	70,864 4,304		4,816	73.013	202000	438	75 203	*	4631	77,459		
Supporting Services in Lorent (1)  North Roome - Project Countries	5100 5400	0.0% 0.0%	25%		-	4,000	- 4.000	==	4 100	4100		- :		:			_ :	===	4.615	-:	438	-:		- 4.639	- :	===	4733
Tensor Changes	5910 5920 5990	25% 25%	2.5% 2.5%		2,790	3.410 8.630	8,200 8,000	2.840	1475 1231	£251	2831	3.543 8.437	6.514 8,437	1,005	1672 1647	8,677 8,647	1,000	2,864	8,844 8,864	319	3,005 3,005	7.015 \$.065	1236	2,955 \$,312	7,190 9,512	3.316	4.053 9.545
Other Commercial Income	***	n/a	30%	Let has Bridge Latery have, at	27,714,0000	NAME OF THE OWNER, WHEN	16.300	e e e e e e e e e	20100000	15790	2000000	XI, XI	16 232	3000004	22040V	16 733	225/28/23		17,220	STORY OF THE	0804182	17.737	Decrey See		18.201	consist.	Standard C
Witterseil from Captistons (Resonal (deposit (a operating seconal))     Gross Potential income     Vacancy Loss - Residential - Tenant Rents	1		n/a n/a	angles and	834,712	49.391 (3.440)	13874 (9.89)	843.226 (4.945)	4134 #04	1,430,436	12 (07)	450,40¢	1,473,160	#32,#23 (5.071)	41259 (C187)	1,512,415 (51,20)	944 559 (A.176)	808,304 (5.277)	1,514,591	1,001,700	818,557 (6.357)	1.513.1M (11.50)	(824-491 (5270)	(3 44))	(1881,725 (LL731)	1,572,757 (812.14)	629,60 E gl 5241
Vacancy Loss - Residental - Tenami Assistance Psyments Vacancy Loss - Commercial  EFFECTIVE GROSS MICOME	-	5/8 N/8	0/a 8/4	MCMCS BATE TO MATCH SHE FOR		40.00	(3,741)	M(1)	<i>477</i> (1	(331)	85.01	40 20	(341)	P77714	#2000	(5)20)	H1.02	Lou equ	nin		17.00	1372	10120	50.01	120730	1001414	
OPERATING EXPENSES					*****	72,27	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		42	in i-par			4	22,141	-4	4.04.11		,	4.00	****		4	<b>V</b>		,,,,,,,,,,	Quantities.	24,12
Unrecented Fee	8320	35%		IN You to be not accoming to 14.00 actually	67,452	21,006	86.360	69,813	29.920	99.733	77,256	21.097	103.223	74.795	32,057	106.656	27,403	33,173	110,575	82,142	34,334	114,445	12.116	35.535	118456	43,018	26,779
Next Hang county See Sub-intel Haringement Expenses Sub-intel Haringement Expenses				PR norce band	74,340	82,864 39,772	19,762	78,012	46184	120,176	1,774	1(£)7 42,804	134,322	P,655 84,640	12,045 44,016	21 809 172,735	10.200 87,602	12 456 45,401	27.064 ) 130,941	10,547 10,449	12 FG3	137,805	1012	1774	74.250 142,731	67,174	13.822 80,801
Office Salarine Ulanager's Salary	01128 0223	35%	35% 35% 70% 35% 35%		137,632 72,351 34,892	8,296 31,008	186,928	74884	2547 22 093 27,006		354,858 77,505	8,807 33,216	177,740	174.750 40.217	3(27)	183.667	18Q.686 82.025	9,520 35,562	190,406 118,607	147,297 85,921	9,854 38,837 33,399	157,070 122,158	793.760 48.930	10,198 38,116	203,968 127,055	\$2,061 \$4,067	10,555 39,450
Reath Assurance and Ottol Resides Coher Salanza General Actoristisks Resident U.V.	67Z3 E331	7.0% 35%	35%		F	25,219	84.131	62014	27,006	80,020	67.425	2.66	86,372	72165	30.119	103.064	77,195	11014	110,771	82.509	35,399	117,990	4130	37,877	176.250	F4.567	
A desirable to the second section of the se					201,075	1450	353,418	301,546	67,ME	344,722	313,789	76,000	384,789	327,135	7404	401,822	341,164	72,185	419,292	J85,746	82,080	437,877	37 (,030	84,182	457,200	367,170	80,501
Atkening and Marketing Office Expenses Office Rent	6311 6312	33%	35% 35% 35%		154	4332	7,976		443	-		4640	8437	3930		1.838 8.732		4,971	9,056	4200	3,145	9.334	_	5,725	2,058 1,892	1209	5,150 5,511
Legal Expense - Property:	6340	35%	33%		4,004 4,560 6,300	5.504 9.017 11.253	10,008 14,577 20,480	(II) (ID)	5,697 8,298 11,647	10.358 13.047 21,178	7,027 9,663	5.896 8.538 12.054	10,721 15,615 21,917	7,277 10,204	8,850	11,094	2 183 7.527 10 MS	8.316 3.200 12.913	11,484 18,777	7,791 90,535	6,530 9,522 17,365	11,396 17,313 24,300	15.58 (20.5)	6,766 8,855	12,302 17,919	5 730 8 344 15 714	7,003 30,200 14,317
Mascrisonous	6370	13% 33% 00%	35%		1,1%	1,430	2,600 36,753	1211	1,480	2,681	1,253	1,532	2.785 36.757	1.257	1,555	22.664 2.901 34.757	17,441	21,316	2,854 38,757	17,41	1,590	30,757	149	1.750	26.151 3.166 38.737	1,415	21,310
Sub-total Adminiscration Expenses Unitalist Electricity Water	£150 T	15%	156		40,964	50.001	85,834 81,075	4401	13.84 31.84	97,635 91,363	4390	85,004	100,606 97,562	4147	68,187	102,150	47.010	57,401	104,346	4,111	9.40	100,045	20,777	61,573	161,643	50,176 30,543 i	61,126 62,730
Weer Gas	6457	3.5%	30% 30% 35%		39,754 7,191	4),642 8,794	15,940	21.7A) 7.447	\$1,074 9,102		41.877 7,708	53.678 9.420	\$7,50£ 17,128	45 971 7.577	91,306 2,730	107,380 17,727	49.375 8.258	59,775 10,091	147,421 19,341	50,793 £545	E2.081 P2.444	112,674	27.77	63 163 10.610	118,518 18,655	34,000 g. (54	68,444 11,186
Taxes and Ucenses					er,er)	107,527	185,504	\$1,657	112,000	203,073	15.41	114,707	212,185	24,44	157200	221,064	193,861	124,697	230,251	100,615	172,013	2(0,830	112.537	137,676	25,127	507,287	(0.30)
RCB Edigle Tignet Payers Faces Miscelaneous Tignes, Leannes and Payers	6710 6711	1.2% 3.5% 3.5%	38%		25.86		4.000 36.979	1872	2.726 11.417	4.546 36.273	1.843 27,729	2 233 11,484	4,067 39,613 2,147	7.866 20.899	2 2 2 50 12 3 00 1 ( 2 2 0	40,991 2217	1,642 29,704	2,304 12,730	4,195 42,454 2,795	1911 30744	2335	42.819 2.375	1934 31,820 1,108	2363 11,637	43.457 2.447	1,957 32,933 1,145	7.92 14.114
Sub-total Tayer and Licentes					26,64	14,364	42,979	28,544	14847	44,311	30,577	15,715	45,852	31,567	15,800	47,362	22,626	14,306	44,925	33,723	16,917	50,511	2410	17,352	92,212	34035	17,905
Contact Company and Contact Co	1672	3.5%	35% 35% 35%		21,677		45.960 31,369	21,408	25.903	32.448	22 135 23 507	27,078	49,234 33,625		22.029	50.957 34.972	23.793 25.214	29,007	\$2,740 M.000	24,564	30,022 U.184	37,280	25.00	31,073	38,695	24.312 27,955	32 H I
Director's & Officers' Limbery in Strance Sub-local Institution Maintenance & Repair	6722	35%	33%	T	42,65	M#S	17,249	414	35,909	M,64	42,692	17,164	12,131	4,211	34,607	63,736	4,147	30,813	\$4,710	62,660	41,704	91,200	6240	42,60	11,002	8424	uin.
Pargol Supples	6510 6515	3.5%	3.5%		103,311 2,771	22,725	12.500	8.047	45828	20,183	/> F.400	67,432 31,419	158,105	A 120	11,002	21,420	118.556 10.070	30,610 12,307	160,364	122,106	52.565 12.739		127,001	12.154	181,429 23,970	131,440	12.645
Contract of Iran Removal	6520 6523	35%	35%		12.60	12.420	61.400 29.806	12492	15,965	53,549 30,648	14 364	17,250	31,926	47.450 14.870	10,173		12.201	21,137 38,811	70.458 34.202	51,047 13,930	21.077	72.924 36.350	52 830 18 487	22.643 20.151	30,638	17,064	22,435 20,836
### Repairs and Wantenance Venicle and Mantenance Venicle and Mantenance Equipment Operation and Repairs	6546 6570	334	35% 35% 35% 35%		184	2015 224 10.40	3,663 408	150	232	472	197	2159	2.824 437 20418	1,835	2234 249	45.7	1,692 211 9,642	2.317 256	448	1,950	267	4350 486	2 028 728	2.477 274	4.603 602	2.007 234 10.912	2.93 23 13.337
Sub-actal Mainterrance & Repair Expenses			35%		77 k H	1 102,521	281,429	184,152	10 % 127	291,279	191,403	103,841	301,474	195,340	112,685	312,025	307345	17,44	21,872 322,846	212,40	12,451	22,437 334,248	10,542 214,162	12 806 12 8 645	34701	227,400	130,67
COMMITTEE EXPENSES			35%		77,86	400	91,757 21,640	\$2.38¢	4201	22,011	82,801	4.279	87,580 22,380	86,113	4302	90,645 22,758	F6, 127	4.001	93,918 Z3,145	1220	4455	\$7,100 23,540	12473	A 023	100,500 23,944	95.017	5.201
TOTAL OPERATING EXPENSES WAS RESERVESFOL BASE RENTAIN PUPA (who Reservesfol Base Rental and Free)	IOND FE	E5		* .	22412	430,339	1,200,121 11,510	#55,014	0447	1,312,873		40,018	1,361,516	130,634	442,655		96531F	44(31) 100(10) 40(41) 14	1,644,853	\$91,625	604,642	UNIVE	1,028,227	SYMI	1,574,044	1,001,41	\$43,529
Residues/Ground Lease Base Reni/Bond Fees Ground Lease Base Rent Bond Montorng Fee					- :	<b>H</b> :	-	-	F	-	- :		-:		patricity a	- ÷	-:			H	-	÷	<del>-</del>	- :	-	-	
Raphaceroni Neueron Capton Operating Reserve Dapost				SEPECE - regress bases 25% of Expense red 2 (but eas)	20, 70 7,85	1 1 1 1 1 1 1 1		20700 7954	23.300 8,721	+	7,954	23,300	44 500 17,875	20,700	25.300	48,000 17,6/3	7,854	25,300 9,721	44 COO	7,954	25,300	17,673	20.700 7.054	21.300 8.721	45,000 17,675	30,700 7,934	25,300 9,721
Other Regulard Reserve 1 Deposit Other Required Reserve 2 Deposit	Alaan.	ŧ			= :	- :			:								:		-	÷		- :			÷		
Required Reserve Deposits, Commercial Sub-actal Reservat/Ground Lease State Hentifolid Fees				L	21,65		63,77	23,654	35021	63,176		35,021	13,175	28,654	15830	82,678		35,621	60,673	28,654	33,021	63,613	22,654	37051	63,676	23,664	35,021
TOTAL OPERATING EXPENSES W RESERVESIGE, BASE RENTISC PUPA (M Reservesige Base Rentiscand Foos) NET OPERATING INCOME PROMIE MAINS OP EXPENSES)	ONO FEE				#27.84 (27.84		12,000	100,000 (11,000,000)	47644									en,ne Ining			EM, GEO (TI), AMS		(AIZ,N1	#54,717 (24,142)	1,440,841	1,017,142 (15,774)	
DERT SERVICE ("hard distributed to ans)					Caracter Royal	n; 4,010		ALLE SERVICE	,,,,,									alboh susti w			tarria anno 111	,	· · · · · · · · · · · · · · · · · · ·	.,,:ATPACTS	, ,,,,,	Commence of	

923 - 955 - 100 - 15,952 15,952 18,562 ,35,512 52,514 12,514 8.802 9.902 283,763 44,000 284,001 284,001 77,663 40,533 40,533 40,533 41,533 41,533 41,533 41,533 271 271 271 271 271 271 271 271 34,60 37,41 37,41 37,41 37,41 1,427 1,427 1,427 1,490 1,490 1,162 5,796 6,708 242.485 48,660 1,867 1,212 230,740 318,896 49,000 8,967 1,690 356,818 201,019 46,000 110,162 1,763 294,344 296,244 46,290 8,347 (,481 334,756 334,751 48,800 546,987 1974 735,985 285,198 17,875 1,471 314,238 22 eas. 216.289 17,875 201,804 237,534 17,475 348,100 341,695 17,075 347,294 347,294 

241

### MONCO Proforms - 20 Year Cash Flo

	•	MOHEO Proforms - 20 Ye	er Cash Floer				
990 Polk Senior Apartments							
LOG* nen-Logs*							
Total # Units: Units Units	Year B	Year 10	Year 11	Year 12	147 13 Year 14	Year 15	Year 15
42.00% 22.00%	2025	2026	2027		1029 2030	2031	2032
NCOME Knows (related to serves in	c essumptions) Total LOSP non-LOSP Total	LOSP non-LOSP Total	LOSP man-LOSP Total	LOSP MON-LOSP TOtal LOSP MON	LOSP Total LOSP man-LOSP Total	LOSP NON-LOSP Total Li	OSP non-LOSP
Standah neovuern							
brown Alafant he	diam mobile						l i
Residential - Tensori Rents 5120 2.0% and sets more septiment		259.840 512.384 812.034	200 640 553,242 812,842	262.640 654.307 833.947 259.640	EFE S10 M-5.233 269.640 567,105 864		20,640 610 821
Residential - Tenand Repts: 5120 2.0% over sets seen one up to reference to the first seen of the firs	731 800 8.77,507 939 90	M1051 P11(61	92/263 334 263		1018 247 LOGS (MF 1.085		MT4E TESTER
Coffree Space S140 At 30% last Company last	la Neo LOSP 78.793 SQ.177	MPS	67,161	M 797	1201 H	21 1412	ALCOHOL: NOT THE
Miscelaneous Rent Income 5190 (25%   25%	4.795 4,874 4,874	4115 4165	8.120 5,120	534 574	\$310 £300 \$314 £	11 112 110	5793
Frimes become - Protect Operations 5400 80%							
Usundry and Versing 5910 23% 25% Toward Chargest 5920 25% 25%	7,370 2,399 4,155 7,564 8,545 . 9,784 9,784	2.484 4.259 7,743 - 10.028 10.028	3,571 4325 7,937 10,279 10,279	1661 4,474 8,135 1752 - 10,536 10,636 -	.4588 8.338 1848 4701 & 10,739 10,789 11,063 51,	947 3,942 4,818 8,780 029 - 11,346 11,348	464) 4539 11,630
Tool Charget   520   25%   2	(16.6))	(9 86)	1997	2179	2) 101 22		
Whateres from Captained Reserve (deposit to operating account)  All the property of the proper	Alterna III	7.2		1.0	4	an an	
Contr Dobathi borns	1711,613 1,112,027 100,021 1,714,711	£16-€179 661,677 1,820,410	1,117,474 STAMT 1,278,274		MENU 2002 1318 664 60431 2,044	107 1.78U.18 69L60 2,11UM 1.	14410 631100
Vacancy Loss - Repotental - Tenani Rents Assessor - Payments Assessor - Only 100 - No. 100 - 100					(6.973 1)24730 (5742) (7.0630 (12		(1943) (7264
VICINITY CONTROLS  EXPECTIVE GROSS INCOME	(1965) (1966) (4,00) 1,655,110 (,107,222 F-1,660 (,741,67)	LIANT SUFF LINE	(1)120 (E2)2 (E3)27	\$216,070 \$77,000 1,021,141 5,202,034	(FOLS) (4 SEX.215 1,892,810 5,372,801 801,221 2,647,	163 (1636) 162 (16364 613486 2113122 (	(47,20) GL771
•	there were a second	distant metal. Market	111/111 1111111	2,504,70 11,110 10,11111 25,1111		in the same course	
OPERATING EXPENSES Munagement							
Stategories   Page   State   S	Hy In HLD 122,587 45,821 33,058 128,988	91,930 39,369 131,329	JS140 41778 135825	14.074 42.25 (40.680 101.925	4142 145407 105492 41291 154	703 109:594 46.793 155.977	112006 44-51
	25.130 11,704 14.305 29.010	12.114 14 806 75.970	12.530 15.334 27,842	12,977 15.861 75.837 13.431	16,415 22 M27 12,901 16,990 33	ED1 14.355 17,565 31,972	12491 14.200
Sob-total Management Expens to Saladas/Be netfile		104,044 64,000 138,745	107,664 64,192 163,247	11 Cast 30 052 100,530 115,350			117,000 84,601
Site	211,107 207,571 69,925 218,486 131,602 95,273 49,407 136,104	214536 11,307 226,163 98,507 42,360 140,868		230 (37 12.112 241.250 236.197 201.637 45.270 150,901 (201.238	12.530 250,728 246,529 12,673 258 40,655 150,180 112,154 48,695 181		254,064 11.83 121,214 51.549
Heath search and Unit Bentles 572 7.0% 7.0% One Salarie Administration 574 3.5%	131,502 95,273 40,431 381,104 131,596 101,197 41,266 144,653		111 E-0 47.430 165.430	201.637 45.270 150,901 109,326 121.536 51.725 177,083 132.635	45,655 156,180 512,154 46,455 181, 56,644 185,478 141,920 60,823 202	745 157.854 65.080 218.936	121,214 51,549 192,484 63,636
Amentonia Scot State Line State Stat			: : :			<del>:   :   :   :                          </del>	
Sub-rotal Salacie Merrellitt	4/7,764 404,020 86,122 499,132	421,713 83,969 521,582	440,242 105,092 545,254	450,726 110,500 579,234 460,155	114,235 SM,3M 201,603 122,253 623,	214 524/24 776,702 MSLEZE	\$17,786 135,864
Additional String Strin	2.157 Mer 1.199 2.191	1,018 1,241 2,257	1.031 1.245 2.334	1,004 (,330) 2,410 1,120	1,378 2,502 1,765 1,424 2	500 1.205 1.474 2641	1241 t 536
Office Expenses 6311 3.5% 3.5% Office Rent 6312 3.5% 3.5%	10,020 4,047 5,704 10,571	4,830 5904 10,734	4,590 6 (20 )1,110	5.174 6.324 11,499 5,339		518 5737 7,012 12,749	5930 2257
Legal Expense - Property 2007 534 3354 3554	12,733 8,630 7,244 13,179 16,666 4,614 70,507 18,185	. 6 134 7.502 13.640 8.840 10.827 18.947	8.333 7,764 14,117 9,250 11,309 20,562	8 575 4.035 14.811 8 805 3 577 11,705 21,782 9 9 12		652 7,360 6,910 16,200 /. 764 90,818 12,978 20,684	7,543 E.772 10 890 13 437
Rook Expense 6350 3.5% 3.5% Bookteeping/Accounting Services 6351 3.5% 3.5%	28.005 12.124 14.818 78.942	##40 10/127 19/07 12/541 15/307 27/065 - 1:593 1949 3/544	12.647 15.573 29.961	13,472 14,426 23,571 12,512	17,004 30,916 14,399 17,592 31	904 34.802 18.245 33.118.1	(5.625) 16.633
Micrianeous 6390   0.0%	230 - 1341 LM3 244 24757 17,441 FL311 38757	1595 (949 1544 17,411 21,516 34,757	17.441 21.316 34.757	1754 2055 3.796 1.768 17,441 21,316 34,757 17,441	21.216 38.757 17.441 21.216 34	(06) 1.694 2.315 4.299 757 17.441 21.316 38.757	1 540 2.316 17 441 21.316 80,547 74.002
Sub-rotal Administration Expenses	111,562 17,222 62,727 114,648	\$2,500 64,176 118,6873	53,738 ALITE 158,611	11(0) 67,229 122,234 64,739	BA EUS 125,155 57,881 74,409 126,	179 84,019 77,770 131,301	\$4,54T 74.002
Cartes   146   146   146	115.073 1996 63.007 119.028	55.057 62.259 134,176	57,812 70,650 128,470	51.415 72.617 132.607 81.939	74.007 127.021 54.007 74.367 142		84.862 81.770
Water   \$401 50% 50%	124,444 53 600 71,855 130,650 20,347 9 473 11,540 21,014	#1,740 /3,450 (37,198 #800 (13,943 21,781		62.000 82.194 161.202 71.471 10.003 12.437 73.343 10.872	67,356 158 km 73,045 91,772 164 13,366 24,160 11,253 12,753 25		42.737 N1.123 12.054 14.733
Sower Sub-prod (Interes	200.650 122.742 140.457 271.645	187 400 155 714 210 117	(22.7M 10.2M 21.1M	126.404 149.145 307.073 144.273	77E-316 300.007 150.305 183.815 234		163,452 193,776
Taxes and Upensas		20,000 20,000					
First Payer   6710   1.2%   1.2%   Payer   1.2%   2.5%   2	4.348 1,940 2.470 4.401 47,048 34,066 14,656 48,634	2 004 2 449 4 453 35 279 13 120 10 305	2,036 2479 4.507 36,316 15,646 52.163	2,002 2,500 4,541 2,077 31,792 35,166 83,968 33,114	2.539 4.818 2.102 2.559 4 18,792 EX.878 40.483 17.350 67	671 2:127 2:500 4.777 Epi 41:500 17:357 12:58	2.153 2.631 43.367 (R.566 1.308 (.843
Unicetan court faces, themses, and Permits 5190 3.5% 3.5% Sub-Dath Tares and Licenses	2545 1.85 1.66 2.55 3244 2725 18.67 20.73	1227 1.49 2726 38.500 18.600 57.378	1,270 LAST 2,821 29,811 (1,673 58,430	1,374 1,806 2,920 1,380 41,150 20,211 41,450 42,551		125 1.67 1.781 1.787 832 6.64 22.139 67.872	1,508 1,845 47,027 21,040
			25.174 3559 6450	.,			
Property and Labley Ingurance 6720 3354 35%   Fideley Bond Insurance 6721 3.5%   35%		28 (87 34 65) 82 603				879 31.079 40.917 74.316	31,820 42,340
Fistery Brud Insurance	38 856 28 933 17,400 41,233	22,945 12,834 42,790	30314 12222 44,277	32,079 13,749 45,877 33,302	14.729 47.411 34.364 14.727 49	OE1 24,565 55,243 50,800	Matt 15.778
Sub-may be wrent	92,410 SC 107	64,123 47,295 100,419	80,160 40,540 101,100	D,774 SQ.653 \$12,977 64,454	\$3,428 111,000 44,700 54,261 120	170 MAN 55,180 175,204	75,461 55,176
Mathtenance & Repair (Prior 53% 35% 55% 55% 55% 55% 55% 55% 55% 55%	197,780 136,047 58,368 194,353	140.800 40.346 201,154	143,736 82,439 338,135	150,877 64,644 215,481 156,186	60,907 223,023 161,500 49,349 250	829   167,236   71,672   254,808	173.089 74.181
Supplies 6515 3.5% 3.5% Contracts 6520 3.5% 3.5%	74,000 . 17,005 14,123 25,470 78,110 56,506 24,255 60,655		72,370 13.120 77,507 60,626 23,643 86,611	12,017 13,650 28,400 13,200 62,779 28,603 89,642 64,946	15.206 25.446 /13/754 15.773 30 27,834 93.780 07.219 28.600 64	497 14:204 17,360 31,586 (c) 027 67:571 29:616 85,346	72.006 30.860
Garbass and Intel Removal 6525 3.5% 3.6%	37,620 17,661 21,565 30,247	18,280 22,342 40,021	18.919 23.12V 42.043	18.521 23.833 43.514 26.267	24.771 45.037 20.976 25.638 49	814 21,710 26,535 48,245	72.008 30.860 22.470 27,464
Security PayvoMCter/ust   85% 35% 35%	4,000 2,171 2,653 4,973	2247 2745 4392	2.325 2.642 5.167			720 2650 3251 1220	2762 2375
Vehicle and Manteninics Equipment Operation and Repert 6570 3.5% 3.5% Macelaneous Operating and Mantenance Expenses 6590 3.5% 3.5%	\$10 242 283 531 24.250 11.294 13.604 25.000	250 306 564 11690 14387 25.97	729 317 579 12,099 54,767 24,666	26 20 506 277 12.527 15.305 27.927 12.940	339 617 267 351 15.641 28.601 13.414 15.205 25	Cal 267 363 MO	308 376 14.343 17.863
Miscelaneous Operating and Maintenance Expenses 6590 3.5% 3.5% Sub-letted Maintenance & Repair Expenses	355,056 \$35,648 135,023 370,510	243,810 178,740 383,559	252,244 144,640 394,925	25 6.775 145,702 414,878 274,377	154,847 425,259 275,178 18Q,364 440	(809 12.864 16.560 30.832 1,943 289,870 185,877 455,548	294,765 174,785
(SMC) 3.5% 3.5%	104-018 102-275 5.361 107,84					864 125.723 6.617 132.340	132,123 6,649
Commercial Expanses	24,367 (# 24,78	B 212		24.00		Des 27.532 000	
TOTAL OPERATING EXPENSES with RESERVES/GL BASE REIGHBORD FEES PUPA (with Reserves/GL Base Rein/Bond Fees)	1,634,374 C104,366 SAC194 1,646,355	1,161,876 MS737 1,142,835	5,186,254 406,191 1,830,200	1,242,514 471,801 1,500,305 1,280,781	estala 1,973,571 (341,023 mt.446 2,041	(535 E-143,383 700,017 2,126,642 1	C447,989 775,714
Rejectes/Ground Lease Base Reni/Bond Fees							
Ground Lease Base Ront Bond Montoring Fee					<del></del>	<del>:  :  :  : </del>	
Replacement Reserve Depose USALD - repundation		20,700 23,300 44,000	20,700 21,300 48,000			(000 20,700 25,900 48,900	20,700 25,300
Opening Delate Paped  Command	LGS61 17,678 7,856 8,721 17,6T	7,954 9,721 17,875	7,954 9,721 17,675	7,854 8,721 17,676 7,954	£721 17,675 7,956 £721 11	EDS 7.854 8.721 17,615	7984 8777
Other Required Reserve 2 Depose							
Registed Reserve Depositis, Commercial Sub-total Reserves Organd Leave Base Rentiflood Fees	\$1,613 N.64 N.621 \$1,617	26,654 25,021 13,073	25,454 35,621 63,675	26 M4 35,001 \$3,075 28,656	15mi 45ms 2844 15mi 45	1075 28,864 15,021 13,173	2550 2501
TOTAL OPERATING EXPENSES W RESERVESKOL BASE RENTISONO FEES	STRACHS SCHOOL SPECIF STRACKS				MIAIR 201544 1,381,477 711,47 2,11		1.47450 774735
PUPA (nd Pasaryas GL, Base Rent Bond Fees) NET OPERATING INCOME SHOOME release OF EXPENSES)		20 mm	ALL STREET	i pum mee laum mass		than carear tracked territy	
DEST SERVICE ("hard debt"/kmottred learns)	Challen Charles Charles Charles	Company of the second			AVION LOCAL COOK MARS 6	new transaction (1994)	

Total Follow   118	990 Polk Senior Apartments		Lore	han-Loap														
COURT   Cour			Units	Units				Year 17			Year 18			Year 19			Year 20	
NECONSTRUCTION   1.030								2033			2034			2035			2036	
Second   Proceedings   Second   Secon	нсоме				Comments (cointed to servers the assumptions)	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP		Total	LOSP		Total
The control place (1984 Coll)   The coll	Residential - Yenarit Rents	5170		20%	to save of. Half part board from harvines Current which is stood 2 per year. At harv-	800.454	20.00	629.041	6V2.661	269 640	435501	RCS.144	202.640	648211	B17.851	20160	861,178	\$20.814
	Residence - Tarker Associate Payments (NOS-COSP) Residence - LOSP Ten ani Associate Payments		M		UCHCO Hilatorists PA	1.111-444	1,225,027	000000	1.225 077	120,514		1.242.978	1.343 433	1000	1,343,450	1 428 510	844212.00	1,406 570
Secretary   Secr	Residental Parking	5170			100% Commission browns in Nov-LOSP			200		3.40047	500			429		20.000	6745	1
Tree   Control	Supporte Senses success Interest Income - Project Operations	5300 5400	0.0% W0.0			-	- :		<del>:</del>	=	- :	-:	i i	-	-		:	$\overline{}$
Astronomic Notes   Astronomic	Tenses Charges	5920	2.5%	2.5%		11.650	C142	11,121	11,921	- 128			4351	£ 310 12 524	12,524	1400		
Description   Process	Other Commercial Income		n.te			23 857	200.00	200	24 553	Magazita.	34000000	25.2W	5400g0#98	A40,000,000	26 047	36300,00000	and the same of	29 621
Company   Comp	Gross Potential Income Vacancy Loss - Residential - Tenani Rents		n/a					645,941 17,353	2,273,431 (13,285)		454,935						65,849	2,547,111
## Annual Property   1979   19	Vacancy Loss - Residential - Tenani Assistance Payments Vacancy Loss - Commercial		n.ts		VACANCY RATE TO MATCH YR I	15063			0.20	*******		a žini	0000		(5.522			(S. UKE
Second Content   Seco						4,214,041	Lagar	630,347	4294,823	CORTA	ertm	444,4	1,111,144		2404,810	(H/4/H/	24,10	2,447,444
Part	migration and the property of the property of the contract of				Let You to be not according to HCD	Γ								·			Γ	
Education   Column	Asen introduced for Sub-mini Management Expenses	מנת	35%	35%	particaco pascy	33,085	13.412		34 250	15,037	19.427	35,449	16.510	29 179	34.689		22 543	37,973
Contract part Contract from the Contract part Contract p	#alarias/Banafits	6110	33%	35%		277.907	273,331				14.639		292.199	12410	304.209			318,967
Proceedings   1.5   1.	Hanth Instructores and Capit Septilia	5723	7.09	7.0%		232,120	173,654	74.511	244.346				194.392	#5.307	794,557	212,563		334.262
Comment of Marketing   Comment   C	Administration Rept Flee Una Sub-sotal Saluma (Senetha	6331	3.5%	3 5%		1 .			713,304	594,773	, 13414	768,077	625241		784,503	655,124	165,041	
Control   Cont	Attachmon and University			336											1 1076			
	Legal Expense - Property	6312	35%	35%		10,767	7.479	9.545	17,354	400	8,877	17,941	A,363	16.224	18,690	7120	10,582	18.240
Section   Sect	Bookserolo/Accounting Seniors	6720 6720	35%	35%		34.273	15,265	12.313	35,477	16,322	24 113	34,719	17,102	20 902	38,004	17,700	21,524	39.334
Secretary   1459   3274   3154   3154   3154   3154   3155   3154   3155   3154   3155   31	Micelaneous Sub-most Adulatetration Expenses					38,757	17,441			17,441		34,757	17,441	21,316	38,767	17,441	21.316	34,757
Gar   462   358   3594   3595   3595   3797   3797   3798   3725   372	Beshoty	E450	35%	15%			71.013			F3.553	89,838	163,650	76,127		169,171	20,791	94.300	175,092
Test pedigheris   15   15   15   15   15   15   15   1	Gat	6452	3.5%	35%		24.797	12,478	15,249	27.725	12,00	15792	71.025	11365	16.325	79.001	15 6 32	16,906	32.731
Popper   1971   2.5%   1.5%	Taxes and Ucentes	6710	1 1 294	1 126								,			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
httpares	Peyes Fazza  Westellaneous Fazza Exemped and Permis	87)	3.5%	15%		61,963	1,501	19.23d CR07	84,121 3,482	45,456 1,615	19,910	46.365	44.042	2043	68 EM	49,763	21,328	71,002 3,645
Property and Liabety incurance 6720 3.5% 3.5% 3.5% 1.5% 1.76 (MB) 3.5.007 45.007 10.117 45.005 12.407 46.507 10.407 46.507 16.006		6720	1 344	1 144		70,007			72,430	37,117	24679	74,854				83,753	24,202	79,85 1 66.961
1986/1980 de tourince   1677   3.5%   3.5%   3.5%   1.5%   3.5%	Violar a Compensation	6721	35%	35%			-	-						-			-	1
Descript Joseph Frances 51-20 3295 3295 75.00 75	Sub-soci interance	6/22	3.5%		L	171,517	73,962	6,140	134,122		62.0	134,816	78,230	446	143,675	82,003	44701	115,764
[Fig. 27] 6510 3556 355 355 357 3570 179.117 2671 2671 2671 2671 2671 2671 2671 2	Period Total Section (Section Control	6513	33%	344	l	25 648	. 15,216			15.749	IF.24f	24.990	16.20	18.922	36.221	. E.470	20.519	37,499
General and finish Removal 5535 3595 3596 4164 31397 31,023 51,481 34,071 31,027 52,000 34,511 32,628 64,331 37,765 31,519 51,000	Gerbage and Trash Removal	6323	1 33%	3.5%													31,515	
	HVAC Repart and Manienance Vehicle and Manienance Equipment Operation and Reparts	1510	35%	35%		684	318	329	797	130	- AU	752	341	417	123	1 233	431	784
Hardestavort Operating and Maximumical Enginess   \$890   \$3.59   \$3.99   \$3.00   \$1.		8590	3.5%	3 5%					117,144			34.207 803,874				343,915	177,123	541,643
第990  第990  第90  第90  第90  第90  第90  第	Supprive Swittes Commercial Expenses	8900	33%	35%				7,088	161,785	199,191	7,336			7,543			7.65	
TOTAL OPENATIVO DETENTION DETENTION DETENTION DETENTION OF PER 244211 (2004) (2442) 744111 (2004) (2442) 744111 (2004) (2442) 744111 (2004) (2442) (2	TOTAL OPERATING EXPENSES IND RESERVES OF BASE REITS PUPA (NO PRINTING LESS REINFROND FEEL)	BONO F	EES			2,215,741	1,504,841	74491	2,296,010	(544)4	794786	2,368,175	P15538	MATERIAL			252,000	2,546,212
Reserved/Count Lasse Bases Rendfood Fases (Count) Lasse Bases Rendfood Fases (Count) Lasse Bases Rendfood Fases	Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent	1			·	1	-		· ·								·	
Chical Society of Land   Chical Conference	Replacement Reserve Deposit	100	ì			1	-	_										11111
Control   Record   Control   Record   Control   Record	Other Registed Reserve 1 Deposed	350	1		EQUARANCOS (CAS GAS)	17,475	7,95	9,721	17,475	7,934	\$72f	17.675	7,954	2,721	17,07	7,854	9.721	
Court Report Entered 2 Opportal	Required Reserve Depost/s, Commercial	ł				4107	7.65	30	500	71.656	35021	83173	74.654	2100	1307	***	35.001	
TOTAL OPERATING EXPENSES WIRESPYCHESOL ARRESPYCHESOL	TOTAL OPERATING EXPENSES W RESERVESIGE BASE RENTE		EB															
ANT OFFICE MOVES (MOVED FOR THE PROPERTY) (MANNEY AND PROPERTY) (M	HET OPERATING INCOME SHOOME THOUS OF EXPENSES					17.72	L. Em	) ((exicu	00,40	(415	(Wester)	(TELET)	( HATH	litera		(535	(215.0)	mu tai

6 of 6

									MOHCD P	utome - 20 Ye	ec Cesit Fine					
Total # Units:	Units	on-LOSP Units														
110	50 45,00%	85 53.00%				Year 17 2033			Year 18 2034			Year 19 2035			Year 20 2036	
NCOME .	% annual Y	arroad	Commercia (related to arresal int as stangelions)	Total	LOSP	non-LOSP	Total	LOSP	ron-LOSP	Total	LOSP	non- LOSP	Total	LOSP	non- LOSP	Total
Hard Date - First Lander Hard Date - First Lander HCD Process 0.42% more, or other find 5 ended		~15.445	Panta D Millor La Library	4,200	1,000	2.310		1,890	2310	4200	1,890	2310	4,500	1,000	2310	1300
Plant Data - Florid Lander (Other HCD Programs, or other 3rd Lander)					-	:	- :				-:-					-:
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE				4,700	1,000	2,310	4,200	1,110	2310	4,200	1,000	1,719	4,204	t/m	2,310	
CASH FLOW (NOI minus DEST SERVICE)  Commercial Only Cash Flow  Aboution of Commercial Sciptus to LOCARCA-LOSP (residual Figure)				(#4,822) \$1,821	(42,704)		64,947	(44,140)	(110,570)	(126,821) 96,099	45,616]		191,249	(47,130) 47,130	(214241) 57,613	104,750
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This rowalso shows DSCR.)			. nice	(04,622) -1261	-	(111,147)			(124,621)	(126,621) -25,18		(143,096)	(143,048) JAN	,	(160, 125)	
USES THAT PRECEDE NONCO DEBT SERVICE IN WATERFALL [Skinwithe inst Asset Moline (unconvincin new projects, see policy)]	0.0%			6,000. <b>*****</b>			1000000000		1	30,0	•	- 1				nesamen
Partnership Management Fee (see policy for finits) Threstor Service Fee Like "LP Asset Mot Fee" (see policy for finits)	0.0%		Parties and DPU(03). Declines a scalar of Cathfu side per MOHCO policy are sound from the	1.17	-	-:	1 1	-:	- :		-:1	- :	11.4	-:1	-:	
Other Permittee	£	*****	CLEF A SA (SA Respond Aroust Parent					<u>:</u>							==	
Hon-emortoning Loan Printi - Lender 2 Differed Developer Fac (Baler and Am Man Fee Rom row 131)		•	Grant compared to a second incompared of C.								$\Rightarrow$					
YOYAL PAYMENTS PRECEDING MONCO																
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation?	JRCU)	Yes		(14,422)		(111.147)	(115,542)	۰	(124,621)	(124,821)	•	(143,096)	(117448)	٥	(160,624)	(180,821)
Will Project Deler Developer Fee? Residual Receipts spill for all years, - Lensier/Ovener		//o /%/31%	<u>-</u>	l												
		Sil. Son	I					-								
MOHOD RESIDUAL RECEIPTS DEBT SERVICE MOHOD Residual Receipts Amount Due	٩	ebii Curra 91.79%	tura, and SICHCD is stoud in colycs policy		1				1							
Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground			Property Tigal MOHCO And Que less Gard		1				-				_			
NOVEMONED RESIDUAL RECEIPTS DEBT SERVICE			Assert	<u> </u>	1		-					1				اـــــا
Ander 4 Resolut Recepts Ove	- 1	0.00%	Macadian per pro into phare of all coll dales.	÷	}		<del></del>		1	:			-:-			
Lender 5 Residual Receipts Due Yotal Hon-MOHCD Residual Receipts Dubl Service	L	0.00%		=	1		ᄄ		ì							
REMAINDER (Should be zere uniese there are distributions  Owner Distributions/Antensive Management Fee				<del>. :</del>	1		<del></del>		,	- :			- :			<del>- : -</del>
Oner Distributions/Uses Final Balance (should be zero)				<del>ا</del>	1		$\Rightarrow$		1		l		-	1		二
REPLACEMENT RESERVE - RUNNING BALANCE Resiscement Reserve Stating Balance				(72,573	ī		(223,057)		,	(218,294)	!		(198,647)	1		[139,619]
Replacement Reserve Deposts Replacement Reserve Wandarwals (Ideally Sed to CNA)			METRICAL - AND HISTORY - MED JUST COOK	190,434	1		48,000 45,211			44,000 74,179			44,000 3,967			44,000
Replacement Reserve Interest RR Running Balance				[273,EUT	1		(213,291)	l	1	(IM,MI)	1	-	(128,414)	į.		(113,414)
OPERATING RESERVE - RUNNING GALANCE Operating Reserve Stating Balance				3 561,701			579,361	1		\$17,659	1		614734			402,409
Operating Reserve Deposts Operating Reserve Withdrawals				17,675			17,473			17,473			17,475			17,475
Operating Reserve Interest OR Running Balance				579,364	3		597,009			111,734	1		672,400	1 .		#5A,0#4
. OTHER REQUIRED RESERVE 1 - RUNNING BALANCE				34)	Ė		3.374			26.07%		1	34.044			24 84%
Other Reserve 1 Starting Balance Other Reserve 1 Deposits				F	1		<u> </u>			-:			-:	1		=
Other Reserve 1 Withdrawals Other Reserve 1 Microsi					1									1		
Other Required Reserve 1 Running Balance OTHER RESERVE 2 - BUNKING BALANCE					_			-		•				-		
Other Reserve 2 Starting Balance Other Reserve 2 Connects				-	1		-:			- :			-:	1		=
Other Reserve 2 Wilholmen's Other Reserve 2 Indeed					]									}		

.

# Exhibit C – Legal Description of Real Property

### **EXHIBIT C**

# Legal Description of the Property

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING LOTS 006 AND 007, ASSESSOR'S BLOCK NO. 0716, ALSO SAID REAL PROPERTY BEING A PORTION OF WESTERN ADDITION BLOCK NO. 10, SAID REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF GEARY BOULEVARD (68.75 FEET WIDE) WITH THE EASTERLY LINE OF POLK STREET (68.75 FEET WIDE); THENCE EASTERLY ALONG THE SOURTHERLY LINE OF SAID GEARY STREET 112.50 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 007; THENCE AT A RIGHT ANGLE SOUTHERLY ALONG THE COMMON LINE BETWEEN SAID LOT 007 AND LOT 008 OF SAID ASSESSOR'S BLOCK 0716 120.00 FEET TO A POINT ON THE NORTHERLY LINE OF MYRTLE STREET (35.00 FEET WIDE), SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF SAID LOT 007; THENCE AT A RIGHT ANGLE WESTERLY ALONG LAST SAID LINE 112.50 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF MYRTLE STREET (35.00 FEET WIDE) WITH THE SAID EASTERLY LINE OF POLK STREET (68.75 FEET WIDE); THENCE AT A RIGHT ANGLE NORTHERLY ALONG SAID EASTERLY LINE OF POLK STREET 120.00 FEET TO THE POINT OF THE BEGINNING.

ASSESSOR'S LOTS 006 AND 007, BLOCK 0716 (OLD) LOT 280, BLOCK 0716 (NEW)

# Exhibit D - LOSP Client Selection Criteria

# TENANT SELECTION CRITERIA page 1 of 3

Below is a list of eligibility criteria that are grounds for denial of a rental application if they are not met. If one of the applicants listed on the Rental Application is determined ineligible, the entire household will be denied. Requests for reasonable accommodation will be evaluated based on the "reasonableness" of the request. It is the responsibility of each applicant to provide required information to sufficiently determine eligibility. The applicant household must meet the standards outlined below.

# 1. Age Restriction

At least one household member must be 55 years of age or older.

# 2. Occupancy Standard

The household size must fall between the minimum and maximum number of persons allowed for the available apartment type. The occupancy standard is one to two people allowed to reside in a studio apartment and one to three people allowed to reside in a one-bedroom apartment.

### 3. Annual Income

- a. The annual gross household income, adjusted for family size and including income from assets, must not exceed 50% of the area median income (see page 2 for specific maximum income restrictions).
- b. The tenant paid portion of rent must not exceed 50% of the household's gross income, unless verified with supporting documentation showing similar rent paid for the previous 12 months with no outstanding balances, late payments, or returned checks.
- c. The household's outstanding minimum credit payments, plus projected tenant paid portion of rent, must not exceed 75% of the household's gross income.

### 4. Credit History

- a. Applicants must not have had a bankruptcy within the last two (2) years.
- b. Applicants must not have unmet credit problems in excess of \$4,000 (excluding medical expenses and student loans).

# 5. Rental History

- a. Landlord references for all applicants covering the past three (3) years must be provided.
- ь. Applicants must not have a negative landlord/housing provider recommendation. This includes, but is not limited to, information regarding a failure to comply with the lease agreement, poor payment history, poor housekeeping habits, disruptive behavior, behavior that has interrupted neighbor's rights to the peaceful enjoyment of their home, vacating without proper notice, individuals residing in the unit who were not on the Lease, eviction for cause, and/or other factors which could adversely affect the heath, safety, or welfare of the property and/or other
- c. Applicants must not have a judgment against them obtained by a current or previous landlord within the last three (3) years.
- d. Applicants must not have an unmet financial obligation to a current or previous landlord.
- e. Applicants must not have paid rent late or had check(s) returned with insufficient funds (NSF) more than three times total within the past twelve months.

# TENANT SELECTION CRITERIA page 2 of 3

# 6. Criminal Activity

- Applicants must not have been convicted of any crimes (within the past 7 years) that involve the following:
  - i. Arson
  - Destruction of property
- Violence against a person or person(s)
- Manufacturing and/or sales of illegal substances
- ь. Applicants must not be subject to Lifetime Sex Offender registration requirements.

# 7. Additional Standards

- a. No applicants may provide false, incomplete, or misleading information.
- b. No applicants may be listed on more than one Rental Application for this property.
- c. All applicants, 18 years or older, must attend all scheduled interviews.
- Once the application is in process and the required documentation is requested, applicants must provide verifiable information and/or documentation required for determining the household's eligibility. The required documentation that will be requested will include, but not be limited to, the following:
  - Completed Rental Pre-Application signed and dated by all household members 18 years or older
  - Completed Rental Application signed and dated by all household members 18 years or older
- Signed and dated Release of Information for each household member 18 years or older
- Current, valid government-issued photo identification for all household members 18 years or older
- Valid Social Security card for all household members or verifiable documentation that the individual was not issued a Social Security number.
  - Note: In accordance with Mayor Gavin Newsom's Executive Directive of 2007 reaffirming the City and County of San Francisco's commitment to its Sanctuary City status, an applicant will not be denied housing based on not having a Social Security Number.
- Birth Certificate for all household members under 18 years of age.
- Proof of income covering the most recent, consecutive three months. Examples of acceptable proof of income are pay stubs for individuals who are employed and Social Security award letter for individuals who receive SSI.
- Proof of all assets, including bank statements covering the most recent, consecutive six months, recent statements for IRA's, stocks, mutual funds, etc.
- Verifiable residency history with contact information for current/previous landlord(s) and references from current/previous landlord(s) (if applicable) or Professional References (if applicable).
- e. Applicants must not have exhibited blatant disrespect, disruptive or intolerant behavior towards staff, residents, applicants, vendors, or visitors at any time prior to move-in.
- f Applicants must demonstrate an ability to live in a diverse community and not exhibit racism, sexism, homophobia, or another similar issue which would negatively affect the community.
- g. Applicants must be able to live independently with or without assistance and maintain their apartment in accordance with local health standards.

# TENANT SELECTION CRITERIA page 3 of 3

- h. If an apartment is offered and accepted, the applicant household must intend to use the apartment as the household's sole place of residence.
- i. Polk/Geary Apartments does not allow pets. Reasonable Accommodations will be provided in accordance with the applicable laws when a service, assistance or companion animal is specifically required to assist an individual with documented disabilities; verification of this need will be required.
- j. If all household members are full-time students, all household members must qualify under the Full-Time Student Rule of the Low Income Housing Tax Credit (LIHTC) Program. Note: If an applicant household is entirely comprised of full-time students, a copy of the allowable exceptions may be requested from Management and/or the leasing team.
- k. Applicants must be eligible as per the regulations of the property's funding sources, such as the Mayor's Office of Housing, the LIHTC Program, and/or other Funder Regulatory Agreements set forth for the project.
- 1. Applicants who are referred by the San Francisco Department of Public Health Housing and Urban Health (SFDPH-HUH) section for a subsidized apartment through the Direct Access to Housing (DAH) program must meet the DAH program requirements as determined by SFDPH-HUH.
- m. Applicants who are referred by SFDPH-HUH for a subsidized apartment through the Direct Access to Housing and Mental Health Services Act (MHSA) programs must meet the DAH and MHSA program requirements as determined by SFDPH-HUH and Community Behavioral Health Services (CBHS).
- n. Applicants who are applying with a Section 8 Voucher, or other similar subsidy, must meet the requirements of the subsidy provider.
- o. Eligible households will be offered only one apartment.

Applications submitted directly to the project during the initial application period are processed in an order established by a Random Sort. Referrals received for the Direct Access to Housing units are processed in the order established by SFDPH-HUH. We do not accept applications directly for DAH units. DAH households are referred through SFDPH-HUH. Once in process, applicant households are accepted on a first qualified, first offered basis.

# Exhibit E - Intentionally Omitted

# **Exhibit F -- Lobbying/Debarment Certification Form**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This lobbying certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

3. Neither the undersigned nor its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. The undersigned will review the list to ensure that any contractor or subcontractor who bids for a contract in excess of \$100,000 is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities and will obtain the certification of each contractor or subcontractor whose bid is accepted that such contractor or subcontractor is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities.

NAME OF	GRANTEEJ:	
BY:		
NAME:		
ΓΙΤLE:		
DATE:	•	

# EXHIBIT G – ANNUAL MONITORING REPORT

# Mayor's Office of Housing and Community Development

City and County of San Francisco



Edwin M. Lee

Olson Lee
Director

### March 16, 2017

# Notice of Availability of 2016 Annual Monitoring Report Form (including new audit requirements and wait list submittal)

### **Announcement of Serious Incident Protocol**

MOHCD is pleased to announce the availability of the Annual Monitoring Report (AMR) forms for Reporting Year 2016 (RY2016). The forms can be downloaded from the <u>Asset Management page</u> of the MOHCD web site. A training on how to complete the AMR will be held at MOHCD on April 13th from 9 a.m. to 12 noon. See below for more information.

New Audit Requirement and Deadline: To provide sufficient time for project sponsors to complete AMRs in accordance with the City's "New Audit Requirements for MOHCD-Funded Projects," the report is now due 5 months after the end of a project's business year. (Previously, it was due 4 months after.) For projects whose business year ended December 31, 2016, the report will be due on May 31, 2017 for the period January 1, 2016, through December 31, 2016. For projects not owned by a single-asset entity and whose financial activity is accounted for and audited with the parent corporation's finances, sponsors may request up to a one-month extension of the deadline to allow for additional time to complete consolidated audited financial statements in accordance with the new audit requirements.

New Waiting List Submittal Requirement: To aid the City in its efforts to ensure that the allocation of MOHCD-financed affordable housing resources is conducted in a consistent, fair, appropriate and inclusive manner, MOHCD is now requiring all sponsors to submit the current version of a project's waiting list with the Annual Monitoring Report.

Submissions for RY2016 and any outstanding reports from prior reporting years will be accepted only in the RY2016 format.

### **Completion and Submission Instructions**

The Annual Monitoring Report consists of the following 3 parts:

I. <u>AMR\_RY2016 – project name.xlsx</u> – This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

Instructions	3C. Demographic Summary (new)
1A. Property & Residents (revised)	4. Narrative
1B. Transitional Programs	5. Project Financing
1C. Eviction Data	6. Services Funding (enhanced)
2. Fiscal Activity (revised)	7. Supplementary Audit Information Required by MOHCD (new)
3A. Occupancy & Rent Info (revised)	Completeness Tracker
3B. Demographic Information (new)	

Provide all applicable information that is requested in worksheets 1-7. Use the Instructions to

1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103 Phone: (415) 701-5500 Fax: (415) 701-5501 TDD: (415) 701-5503 www.sfgov.org/moh help you complete each form and the Completeness Tracker to help you to determine when each worksheet is complete.

Use Question #1 on the Narrative worksheet to explain any data that you provide that may be unclear or better understood with additional information. In addition, certain questions in this report prompt you to supply an explanation for your answers on the Narrative worksheet. Failure to supply the required explanation will render your submission incomplete.

Submit this report as an Excel file only; do not convert it to pdf or another file type. Changing the format of AMR\_RY2016.xlsx without MOHCD's prior approval is not allowed. Do not overwrite any validations for any of the cells, alter any formulas or add or delete any rows or columns. If you need to revise the form in order to successfully complete the report, submit a request to <a href="mailto:moh.amr@sfgov.org">moh.amr@sfgov.org</a>.

II. <u>Owner Compliance Certification Form and Documentation of Insurance</u> – The certification form is a Microsoft Word document that must be completed, signed and dated by the Executive Director (or other authorized officer) of the entity that owns the project. Scan the form along with documentation of insurance and email it to MOHCD as a single document. For each project, you must provide certificates of liability insurance and property insurance that are *current* as of the date of submittal of the AMR.

III. <u>Audited Financial Statements</u> – Provide financial statements for the project for Reporting Year 2016. They must be prepared by a certified public accountant in accordance with generally accepted accounting principles, applicable regulations and laws and with the City's "New Audit Requirements for MOHCD-Funded Projects" a copy of which is attached and posted on <u>MOHCD's Asset Management web page</u>. If the project is owned by a single asset entity, provide separate financial statements just for the project, otherwise provide audited statements for the parent corporation. Also include copies of any Management Letters and special notes from the auditor that pertain to the property and the financial statements.

IV. <u>Waiting List</u> — Submit a copy of the project's waiting list that is current as of the date of submittal. The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit: name of head-of-household, contact information, date of application, number of people in the household, stated household income and desired unit size. This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

Completed AMRs must be submitted electronically, via <u>one email message per project</u> to <u>moh.amr@sfgov.org</u>, or if desired, for multiple projects, via flash drive or compact disc sent to Mike McLoone at MOHCD. If the documents that comprise the report are too large to attach to a single email, compress the files into a zip file and attach it to the email.

# Updates to the Reporting Form

The RY2016 AMR form has been revised from the form for RY2015, as follows:

- <u>Data for Race/Ethnicity</u> Must now be provided for each tenant household rather than in summary form for the project. Also, race and ethnicity have been split into two, separate demographic categories. For additional information on these changes, see the email notice from MOHCD dated 9/29/16 regarding new requirements for collection of ethnicity and race data.
- Worksheet 1A Most of the demographic questions have been moved to the new worksheet,
   "3B. Demographic Information," and the order of the remaining items has been changed to improve the flow of information.
- Worksheet 2 A new line item titled "Capital Maintenance Repairs/Improvements" has been

added to the expense section to account for capital costs that were paid out of the operating account and may be reimbursed by the Replacement Reserve. The "Reserve Account Details" section has been revised to improve functionality. The section for cash flow "waterfall" (distribution of Surplus Cash) has been simplified and now requires the user to enter the distribution priority as well as the amount of any Residual Receipts loan payment that is due to MOHCD, which previously was auto-calculated.

- Worksheet 3A Has been shortened by moving the data related to female-headed households, elderly households, number of children and disability to worksheet 3B.
- Worksheet 3B New worksheet where ethnicity, race and other demographic information must be entered for each tenant household.
- <u>Worksheet 3C</u> New worksheet where summaries of demographic information for a project are auto-generated, based on data entered on worksheet 3A and 3B.
- Worksheet 6 Has been enhanced so that supportive services that are selected on Worksheet
   1A are auto-filled into Worksheet 6
- Worksheet 4 New section added where reporters must provide the details of miscellaneous administrative and maintenance expenditures that exceed \$10,000
- Worksheet 7 This new worksheet has been added in connection with the City's "New Audit Requirements for MOHCD-Funded Projects." Most fields on this sheet are auto-filled with data that is entered on Worksheet 2. Printouts of this sheet may be used to produce the "Supplementary Information Required by MOHCD" that must now be included in the project's audited financial statements. If the auditor elects to use this sheet for this purpose, some data entry on the sheet is required in the yellow-highlighted cells.

# AMR Training – April 13, 9am-12noon

To facilitate completion of the AMR by project sponsors, MOHCD will conduct a training on April 13 from 9 a.m. to 12 noon in our office at 1 South Van Ness Avenue, 5<sup>th</sup> Floor, Room 5080. We strongly encourage the primary staff person responsible for completion of the report to attend. Space is limited. Please RSVP to Ricky Lam at ricky.lam@sfgov.org or 415-701-5542.

### Serious Incident Protocol

To ensure that MOHCD is kept informed of serious incidents that occur at projects financed by this office, we have established the following protocol for reporting serious, negative events such as accidents, criminal activity or equipment failure. The report should be filed only after emergency procedures have been followed and the situation has been stabilized.

The Mayor's Office of Housing and Community Development requests that owners of projects financed by this office notify us immediately if a serious incident occurs at their properties and meets one or more of the following parameters:

- Involves serious injury or death
- Is a serious, violent crime that involves a major police action (e.g. shooting)
- Causes the building or a significant number of units to be off-line
- Requires a resident to move out of a unit one month or longer
- Damage to the building is significant enough to require the use of reserves

The owner should notify the MOHCD asset manager assigned to the project and provide the following information:

- The date of the incident
- A description of the incident

Notice of Availability of 2016 AMR March 16, 2017 Page 4

- A description of what has been and is being done in response
- The name, phone and email of the staff that should be contacted if there are questions
- Confirmation that 1) the property insurance is current and 2) the insurance company has been contacted; a brief summary of their response, if available
- Statement of whether or not the organization plans to use the project's reserves to pay for corrective action

# **Available Units and Waiting List Openings**

Before advertising the availability of units for lease in a project or the opening of the waiting list, owners and property managers must notify MOHCD of this action by completing a Marketing Plan Template and submitting it to the assigned staff person on MOHCD's asset management and compliance monitoring team. The template is available on the <u>Asset Management page</u> of our web site, under "Marketing Requirements for MOHCD-Financed Multifamily Rental Projects." Once the marketing plan is approved, MOHCD will post information about the available units or opening of the wait list on this <u>page of our web site</u>. General information for people seeking affordable housing in San Francisco can also be found on our web site at <u>this location</u>.

# Owner Compliance Certification and Insurance & Tax Certification Form 2016 Annual Monitoring Report San Francisco Mayor's Office of Housing and Community Development

# \*\*\* This form must be completed by Project Owner or authorized agent. \*\*\*

Complete this form, sign and date it, scan it along with current liability and property insurance certificates into a single PDF file, then email the file along with AMR\_RY2016 – project name.xlsx, audited financial statements, and current waiting list to <a href="mailto:moh.amr@sfgov.org">moh.amr@sfgov.org</a>.

Project Name:		-
Project Street Address:		-
Reporting Period – Start Date:	End Date:	
Owner Compliance Certification		
The undersigned owner, having received hou program funding agreement/s entered into wi purpose of purchasing, constructing and/or in	ith the City and County of San Fr	ancisco ("CCSF") for the
Initial all statements below, and supply data to		

underlined blanks; e.g.: \_\_\_\_\_). For any statements that are not true, you must supply a detailed explanation on the Annual Monitoring Report Narrative Worksheet. The failure to provide a conforming response to all statements below will render incomplete the entire Annual Monitoring Report ("AMR") submission for this project, which may result in a default condition under the funding agreement/s, and also subject the owner to scoring penalties in future efforts to obtain funding from MOHCD for this project and any other project.

	True	False		
1			The CCSF Mayor's Office of Housing and Community Development ("MOHCD") has been alerted by the owner prior to any actions taken by the owner that affect the value of the property associated with this project, including but not limited to the establishment of any liens or encumbrances on the property; and, where required, the owner has obtained written authorization from MOHCD prior to taking any such actions.	
2			The undersigned is not in default of the terms of any Agreements with CCSF for this project, nor has it been in default on any other loans, contracts or obligations on this property during the reporting period.	
3			The undersigned has not been the subject of any actions relating to any other loans, contracts or obligations on this property which might have a material adverse financial impact on the property.	
4			The owner has not lost or failed to renew funding for supportive services for the project during the reporting period and has made available (or caused to be made available through another party) all supportive services that are required by existing, applicable funding and regulatory agreements.	
5		1	The owner has not lost or failed to renew funding for operating subsidy/ies for the project during the reporting period.	
6			The owner has paid all taxes due for the reporting period and prior reporting periods.	
7			The undersigned has marketed the units in the manner set forth in the marketing and resident selection provisions of the funding agreement/s entered into with CCSF.	

# Owner Compliance Certification and Insurance & Tax Certification Form 2016 Annual Monitoring Report San Francisco Mayor's Office of Housing and Community Development

	True	False	
8			The project has met affordability and other leasing provisions set forth in the funding agreement/s entered into with CCSF during the entire reporting period. As of the end date of the reporting period, units (supply exact number) were occupied or held vacant and available for rental by low-income tenants meeting the income qualifications pursuant to the funding agreement/s entered into with CCSF.
9			The undersigned has obtained a tenant income certification and/or third party documentation to support that certification from each tenant household occupying a unit restricted to occupancy by income-qualified tenants. All income certifications are maintained onsite with respect to each qualified tenant who resides in a unit or resided therein during the immediately preceding business year.
10			The total charges for rent and a utility allowance to each income-qualified tenant in a restricted unit do not exceed the maximum rent specified in the funding agreement/s entered into with CCSF as adjusted by the most recent HUD income and rent figures, which have been taken from the figures that are supplied by MOHCD on its website.
11			All withdrawals from the replacement and operating reserve accounts have been made in accordance with the MOHCD funding agreement/s, unless approved in writing by MOHCD.
12			Security deposits required of tenants of the project are in accordance with applicable laws and the funding agreement/s entered into with CCSF.
13			The undersigned has obtained and will maintain insurance policies in accordance with requirements of the funding agreement/s entered into with CCSF as may be reasonably updated from time to time, and has supplied with this AMR certificates of insurance that are current through the end of the reporting period.
14			The undersigned has maintained the units and common areas in a decent, safe and sanitary manner in accordance with all local health, building, and housing codes and in accordance with the HUD Housing Quality Standards.
15			The data submitted in Section 1A – Property & Residents of the Annual Monitoring Report regarding any violation/s of any health, building, or housing codes is complete and accurate; all required copies of violations/citations that were not resolved by the end of the reporting periods are also included with this AMR submission.
16			The undersigned has made best efforts to: (a) keep the units in good repair and available for occupancy; and (b) keep the Project fully rented and occupied.
17		٠	All questions in the Annual Monitoring Report submitted for this reporting period have been answered fully and truthfully; answers have been supplied for all of questions requiring detailed responses on the Annual Monitoring Narrative Worksheet and any related documents have been submitted as attachments.
18			The project has received additional equity proceeds in the amount of \$ (supply amount) from low-income housing tax credit investors during the reporting period.
19			Accurate information has been provided in Worksheet 2 - Fiscal Activity about any Federal Program Income earned by this project during the reporting period.
20			Any amounts charged as Asset Management Fees are reflected accurately under Income & Expenses in Worksheet 2 - Fiscal Activity of the Annual Monitoring Report, and all such amounts have been used exclusively toward asset management of this project. Asset Management Fees taken beyond pre-approved levels have been documented as required in response to question 7 in Section 4 - Narrative.

# Owner Compliance Certification and Insurance & Tax Certification Form 2016 Annual Monitoring Report San Francisco Mayor's Office of Housing and Community Development

	True	False	
21			The calculation of cash flow in Worksheet 2 - Fiscal Activity accurately reflects all expenses incurred and income earned, and the proposed distribution of any Residual Receipts would be in accordance with all relevant agreements and policies.
22			The Waiting List that has been submitted with the 2016 Annual Monitoring Report is an accurate and correct record as of the last day of the reporting period of the households who have applied to live at the Project, including the name of the head-of-household (or a suitable alternative), date of application, number of people in the household, stated household income and desired unit size.

## **Property and Liability Insurance**

Enter the information requested below, and attach a current copy (each) of the Property and Liability Insurance Certificates. SCAN the documents and send them as an attachment along with the complete AMR to MOHCD via e-mail to: <a href="mailto:moh.amr@sfgov.org">moh.amr@sfgov.org</a>.

Property Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
1	Policy Expiration Date:	
Liability Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
	Policy Expiration Date:	

## Tax Certification

Enter the information requested below. You do **NOT** need to submit copies of the invoice or checks used to pay the tax.

Property Tax		
	Tax Year:	•
	Amount of Tax Paid:	
•	Date Paid:	
	Amount outstanding from	
	taxes due for Reporting Period:	
	Amount outstanding from taxes	
	due prior to Reporting Period:	

## \*\*\* This form must be completed by Project Owner or authorized agent. \*\*\*

The undersigned, acting under authority of the ownership of this project, executes this Certification, subject to the pains and penalties of perjury, and certifies that the foregoing is true and correct in all respects.

Name:	Title:	
Signature:		Date:

#### Annual Monitoring Report - Instructions - Reporting Year 2016 - Mayor's Office of Housing & Community Development

The instructions and definitions below are organized by the worksheets contained within this Annual Monitoring Report. Please review the instructions below and within each worksheet thoroughly as instructions may have changed.

Updated 02/16/2017

## 1A. Property & Residents

Please follow the instructions provided on the worksheet.

## 1B. Transitional Programs Only

Please follow the instructions provided on the worksheet.

### 1C. Eviction Data

Please follow the instructions provided on the worksheet.

## 2. Fiscal Activity

#### Income and Expenses

The purpose of the Income and Expenses form is to track actual income and expenses over the reporting period. In addition to the instructions below, please follow instructions provided on the worksheet.

#### INSTRUCTIONS:

Column B - "Description of Income Accounts" and "Description of Expense Accounts". A complete description of the Income Accounts and Expense Accounts are provided below. Refer to the descriptions when completing the Fiscal Activity Worksheet. The Chart of Accounts uses account categories prescribed by generally accepted accounting principles and closely follows accounts prescribed by HUD, the State of California's Housing and Community Development Department, and the City's Quarterly Program Income Worksheet.

Column D - "Account Number". Each number represents an account in the Chart of Accounts, see below for more info.

Column F - "Residential". This column is for the essential recurring income and expenses related to the operation of a rental housing property, group home, project serving special needs populations or a transitional housing program.

Column H - "Non-Residential". This column is used to report income and expenses related to commercial space or other non-residential space in a project.

#### **Income**

### Rental Income

5120 Housing Units Gross Potential Tenant Rents. This account records gross rent payable by the tenant for all residential units. Offsetting debits to this account are Account 6331, Administrative Rent Free Unit.

5121 Rental Assistance Payments. This account records rental assistance payments received or earned by the project through the LOSP, HUD Section 8 program (project-based or tenant-based assistance), HUD Section 202/811 programs, Shelter Plus Care program, HOPWA program, Rent Supplement, HOME Tenant-Based Assistance and VASH.

5140 Commercial Unit Rents. This account records gross rental income from stores, offices, rented basement space; furniture and equipment or other commercial facilities provided by the property.

#### Vacancy Loss

5220 Rent Income - Residential Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of residential rental income due to vacant residential units.

5240 Rent Income - Commercial Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of commercial rental income due to vacant commercial units.

#### Other Income

5170 Garage and Parking Spaces. This account records the gross rental income from all garage and parking spaces.

5190 Miscellaneous Rent Income. This account records gross rental income expectancy not otherwise described above.

5300 Supportive Services Income. Accounts in this series are used primarily by group home projects or other projects restricted to a special needs population (e.g., group home for mentally disabled or senior apartments). These accounts record revenues received or payable (other than rents) for services provided to tenants (e.g., meal services, housekeeping, etc.). Supportive service-related expenses are charged to accounts in the 6900 series. Enter the total of all revenues received or payable, and identify the source(s) of the income in cell D39.

5400 Interest Income - Project Operations. This account records interest income received or accrued on the Project Operating Account/s; DO NOT RECORD interest earned on the Replacement Reserve or Operating Reserve here.

5910 Laundry and Vending. This account records project revenues received from laundry and vending machines owned or leased by the project.

<u>5920 Tenant Charges</u>. This account records charges collected from tenants for damages to apartment units and for fees paid by tenants for cleaning of an apartment unit (other than regular housekeeping services), any security deposits forfeited by tenants moving out of the project and charges assessed to tenants for rent checks returned for insufficient funds and for late payment of rents.

5990 Other Revenue. This account records project revenue not otherwise described in the above revenue accounts.

#### Expenses

#### Management

6320 Management Fee. This account records the cost of management agent services contracted by the project. This account does not include charges for bookkeeping or accounting services paid directly by the project to either the management agent or another third party.

#### Salaries/Benefits

6310 Office Salaries. This account records salaries paid to office employees whether the employees work on site or not. Front-line responsibilities include for example, taking applications, verifying income and processing maintenance requests. The account does not include salaries paid to occupancy, maintenance and regional supervisors who carry out the agent's responsibility for overseeing or supervising project operations and personnel: These salaries are paid from the management fee. This account also does not include the project's share of payroll taxes (Account 6711) or other employee benefits paid by the project.

6330 Manager's Salary. This account records the salary paid to property managers. It does not include the project's share of payroll taxes or other employee benefits or compensation provided to residents managers in lieu of residents managers' salary payments.

6723 Employee Benefits; Health Insurance & Disability Insurance. This account records the cost of employee benefits paid and charged to the project for health insurance and disability insurance.

XXXX Employee Benefits: Retirement & Other Salary/Benefit Expenses. This account records the cost of employee benefits paid and charged to the project for retirement and any other employee salary/benefits.

6331 Administrative Rent Free Unit. This account records the contract rent of any rent free unit provided to a resident manager which would otherwise be considered revenue producing.

#### Administration

6210 Advertising and Marketing. This account records the cost of advertising the rental property.

6311 Office Expenses. This account records office expense items such as supplies, postage, stationery, telephone and copying.

6312 Office Rent. This account records the rental value of an apartment, otherwise considered potentially rent-producing, but used as the project office or as a model apartment. The account is normally debited by journal entry.

6340 Legal Expense - Property. This account records legal fees or services incurred on behalf of the project (as distinguished from the borrower/grantee entity). For example, agents charge legal fees for eviction procedures to this account.

6350 Audit Expense. This account records the auditing expenses incurred by the project that are directly related to requirements for audited financial statements and reports. This account does not include the auditor's charge for preparing the borrower/grantee's Federal, State and local tax returns. This account does not include the cost of routine maintenance or review of the project's books and records.

6351 Bookkeeping Fees/Accounting Services. This account records the cost of bookkeeping fees or automated accounting services not included in the management fee but paid to either the agent or a third party.

6370 Bad Debts. This account records by journal entry the amount of tenant accounts receivable that the agent estimates uncollectible at the end of the accounting period.

6390 Miscellaneous Administrative Expenses. This account records administrative expenses not otherwise classified in the 6300 Series. If the project had miscellaneous administrative expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

#### Utilities

6450 Electricity

6451 Water

6452 Gas

6453 Sewer

**Taxes and Licenses** 

- 6710 Real Estate Taxes. This account records payments made for real estate taxes of the project.
- 6711 Payroll Taxes (Project's Share). This account records the project's share of FICA and State and Federal Unemployment taxes.
- <u>6790 Miscellaneous Taxes, Licenses and Permits.</u> This account records any taxes, licenses, permit fees or costs of insurance assessed to the property and not otherwise categorized in the 6700 Series.

#### Insurance

- 6720 Property and Liability Insurance. This account records the cost of project property and commercial general/auto liability insurance.
- 6721 Fidelity Bond Insurance. This account records the cost of insuring project employees who handle cash.
- 6722 Workers' Compensation. This account records the cost of workers' compensation insurance for project employees.
- 6724 Directors and Officers Liabilities Insurance. This account records the cost of insurance to cover financial protection for the directors and officers of the ownership entity in the event they are sued in conjunction with the performance of their duties as they relate to the property.

#### Maintenance and Repairs

- 6510 Payroll. This account records the salaries of project employees whose perform services including but not limited to janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating. This account does not include the property's share of payroll taxes (FICA and Unemployment) or other employee benefits paid by the property.
- 6515 Supplies. This account records all cost of supplies charged to the property for janitorial cleaning, exterminating, grounds, repairs and decorating.
- 6520 Contracts. This account records the cost of contracts the owner or agent executes with third parties on behalf of the property for janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating.
- 6525 Garbage and Trash Removal. This account records the cost of removing garbage and rubbish from the project. The account does not include salaries paid to janitors who collect the trash.
- 6530 Security Payroll/Contract. This account records the project's payroll costs attributable to the protection of the project or the costs of a protection contract that the owner or agent executes on behalf of the project.
- 6546 HVAC Repairs and Maintenance. This account records the cost of repairing and maintaining heating or air conditioning equipment owned by the project. Agents should capitalize repairs of significant amounts which extend the useful life of the equipment.
- 6570 Vehicle and Maintenance Equipment Operation and Repairs. This account records the cost of operating and repairing project motor vehicles and maintenance equipment. Motor vehicle insurance is not included in this account but is charged to account 6720.
- 6590 Miscellaneous Operating and Maintenance Expenses. This account records the cost of maintenance and repairs not otherwise classified in the 6400 and 6500 account Series. If the project had miscellaneous operating and maintenance expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

#### **Supportive Services**

6900 Supportive Service Expenses. Accounts in this series are used primarily by group home projects and other projects restricted to a special needs population. The accounts record expenses directly related to special services provided to the tenants (e.g., food, housekeeping, case managers, social activity coordinator, etc.).

#### Reserve Account Activity

- 1320 Replacement Reserve Required Annual Deposits. This account records the required amount of deposits made to a segregated Replacement Reserve bank account from the project's Operating Account during the reporting period. See below for more guidance about data entry required for replacement reserve eligible expenditures.
- 1365 Operating Reserve Deposits. This account records amount of deposits made to a segregated Operating Reserve bank account from the project's Operating Account during the report period.
- XXXX Operating Reserve Account Withdrawals. Enter the total amount of withdrawals made from the Operating Reserve, which will be deposited into the project's Operating Account during the reporting period.
- 1330 Other Reserve Accounts Deposits. This account records amount of deposits made to segregated reserve bank accounts not identified above during the report period. Deposits are assumed to have been funded by the project's operating account and will decrease the surplus cash amount in row 136. You should provide the name of the account in cell D132.
- XXXX Other Reserve Accounts Withdrawals. This line is used to record the amount of withdrawals made from other segregated reserve bank accounts during the reporting period. Withdrawals entered are assumed to have been deposited into the project's operating account and will increase the surplus cash amount in row 136. You should provide the name of the account in cell D133.

## 3A. Occupancy & Rent Info

Accurate and complete household and tenancy data must be submitted on the Occupancy & Rent Info worksheet as evidence that the project complies with the income eligibility and rent affordability restrictions of MOHCD's funding agreements. Enter the data described below into the chart in Section 3a - Occupancy & Rent Info for the tenant population that occupied the project as of the end of the reporting period. For vacant units and manager's units, you must supply data in columns D, E, P, R and T. All other columns should be left blank.

#### COLUMN DESCRIPTION

- C. Row Number. Do not enter data in this column.
- D. Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property.
- E. Unit Type. Use the drop down menu to select the unit type (also shown below):
  - Bed = (measurement for Group homes or transitional housing)
  - "SRO" = Single Room Occupancy unit
  - "Studio" = Studio unit
  - "1BR" = 1 Bedroom unit
  - "2BR" = 2 Bedroom unit
  - "3BR" = 3 Bedroom unit
  - "4BR" = 4 Bedroom unit
  - "5+BR" = 5 or more Bedroom unit
- Date of Initial Occupancy. Enter the date when the tenant occupied their first unit in the project. For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit.
- G. Household Annual Income at Initial Occupancy. Enter the tenant's annual household income from the initial income certification that was done before they moved into their *first unit in the project*. For tenants who have transferred to another unit in the project, this amount will be different than the amount from the rertification that was done when they moved into their current unit.
- Household Size at Initial Occupancy. Enter the number of people that was in the tenant's household when they occupied their first unit in the project. For tenants who have transferred to another unit in the project, this number may be different than it was when they moved into their current unit.
- L. Date of Most Recent Income Recertification. Enter date of most recent income recertification. Leave blank for vacant units.
- Household Annual Income as of Most Recent Recertification within reporting period. Enter annual income of the household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications
- K. Household Size as of Most Recent Recertification within reporting period. Enter the number of occupants in the unit from the most recent recertification within the reporting period.
- L. Minimum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- M. Maximum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- N. Overhoused or Overcrowded? The data here is automatically generated based on entries in column K and on items 26-32 on Worksheet #1A.
  - Overhoused or Overcrowded Narrative A household is "Overhoused" if there are fewer people residing in the unit than the minumum occupancy. "Overcrowded" means that there are more people residing in the unit than the maximum occupancy. If the data in column N indicates that the household is overhoused or overcrowded, please describe any extenuating circumstances that justify the overhoused/overcrowded status and summarize efforts that you have made to transfer the tenant to a unit that is appropriate for the size of the household, if applicable.
- P. Rental Assistance. From the drop-down menu, select one code only to indicate the type of assistance, if any, being provided to the tenant (low-income units only). Select "None" if no rental assistance comes with the unit or none is provided to the tenant.
  - "Section 8 Project Based" = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.
  - "Section 8 Tenant Voucher" = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.

- "PRAC 202" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 program.
- "PRAC 811" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 811 program.
- "S+C" = Tenant is receiving tenant-based assistance, or the unit has project-based assistance, from the Shelter Plus Care program.
- "HOPWA" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Housing Opportunities for People With AIDS program.
- "VASH" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Veterans Administration Supportive Housing program.
- "LOSP" = The unit receives a subsidy through the City's Local Operating Subsidy Program.
- "DAH (DPH)" = The unit receives a subsidy through the City's Direct Access to Housing Program of DPH.
- "HSA Master Lease" = The unit receives a subsidy through the City's Master Lease Program of the Human Services Agency.
- "HOME TBA" = Tenant receives assistance from a HOME-funded rental assistance program.
- "Rent Supplement" = Tenant receives a supplemental rent payment from an outside agency.
- "Other" = Tenant is receiving, or unit comes with, rental assistance through another Federal, State or local program,
- Q. Amount of Rental Assistance. Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.
- R. Amount of Maximum Gross Rent Allowed for Unit. Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.
- S. Amount of Tenant Paid Rent for Unit. Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.
- T. Utility Allowance. If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.
- U. Date of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.
- V. Amount of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.
- W. Percentage of Most Recent Rent Increase. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE.

#### 3B. Demographic

The two ethnic categories are defined below:

- Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or
  origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

The 10 racial categories are defined below:

- American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and
- Black or African American. A person having origins in any of the black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
- American Indian or Alaska Native and Black or African American. A person having these multiple race heritages as defined above.
- · American Indian or Alaska Native and White, A person having these multiple race heritages as defined above.
- · Asian and White. A person having these multiple race heritages as defined above.
- · Black or African American and White. A person having these multiple race heritages as defined above.
- Other/Multi-Racial. For reporting individual responses for a person that is not included in any of the categories listed above.

Female-headed Household. For each residential unit, enter "Yes" if the head of household is a woman that is either alone or with one or more children. Enter "No" if the head of the household is not a woman.

Elderly Household. For each residential unit, enter "Yes" if the head of household is a person that is at least 62 years of age. Enter "No" if the head of the household is younger than 62.

Number of Children Under Age 18 in Household. Enter the number of occupants in the unit that were under age 18 as of the end date of the reporting period.

Disability (Physical/Visual/Hearing/None). If the unit is occupied by a tenant with any of the listed disabilities, select the disability from the drop-down menu. Select "None" if the unit is not occupied by a physically, visually, or hearing disabled tenant.

## 3C. Summary of Reported Household Demographics

No data entry required. Output based on information reported from Worksheets 3A and 3B.

## 4. Narrative

Please follow the instructions provided on the worksheet.

## 5. Project Financing

Supply the info requested about all current financing of the project. Lenders should be listed in lien order, i.e., with the most-senior lender in the first lien position, the most-junior lender in last lien position.

## 6. Services Funding

For each service that is provided based on your answers to questions 51-61 on Worksheet 1A, you must supply additional info about each service provider on Worksheet 6. Services Funding.

## 7. Supplementary Audit Information - Required by MOHCD

Use this template to satisfy the audit requirement for MOHCD-funded projects. Project Owners/auditors may enter data directly into this worksheet and then print it to create the required Supplemental Schedules in the Audited Financial Statement. Alternatively, the audit requirement may be satisified by using a form generated by the Sponsor's accounting system, as long as the form includes all the elements contained within MOHCD's template.

## Completeness Tracker

Use this worksheet to track your work and to verify that you have completed all required data entry.

## Links to Relevant Policies

Double click on the following web links to access the policy documents posted at SFGOV for your reference. The web address of the pages on the web are included for manual navigation as well.

#### MOHCD Forms Page at SFMOHCD.ORG

http://sfmohcd.org/documents-reports-and-forms

#### Program Income Overview

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH\_ProgIncomeOverview.pdf

#### MOHCD Residual Receipt Policy

http://sfmohcd.org/sites/default/files/Documents/CURRENTResidualRecPolicy%202016.pdf

#### MOHCD Insurance Requirements Policy

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5140-INSURANCE%20EXHIBiT%20K\_2014-05-21.pdf

## MOHCD Operating Fees Policy

http://sfmoncd.org/sites/default/files/Documents/CURRENT%20OperatingFeesPolicy%202016.pdf and the property of the property o

		ort - Property & Residents - Reporting Year 2016 - of Housing & Community Development
#	IDENTIFYING INFO	
1	<u></u>	Reporting Period Start Date (m/d/yyyy)
2	,	Reporting Period End Date (m/d/yyyy)
3		Property Name (select from drop down)
4		Property Full Street Address (e.g. "123 Main Street")
	CONTACT INFO	
5		Sponsor Executive Director Name
6		Sponsor Executive Director Phone Number
7		Sponsor Executive Director E-mail
8		Property Management Company
9		Property Manager Name
10		Property Manager Phone Number
11		Property Manager E-mail
12		Property Supervisor Name
13		Property Supervisor Phone Number
14		Property Supervisor E-mail
15	·	Property Owner Name
16		Property Owner Contact Person
17		Property Owner Contact Phone Number
18	-	Property Owner Contact E-mail
19		Property Asset Manager Name
20		Property Asset Manager Phone Number
21		Property Asset Manager E-mail
22	·	AMR Preparer's Name
23	·	AMR Preparer's Phone Number
24		AMR Preparer's E-mail

25		Treatment F or "no" from skip quest	Program, Shelter on the drop-down milions 26 through is	or Transitional enu to the left 39 <i>below, and</i>	nal Housing, Residential Group Home? (select "yes" .) If you answer "yes", I continue with question "1B.TransitionalProg."
V	What is the Unit Mix for the Property? Please	include any mar	ager's units in this ta	ally.	
	Unit Types	Number Of Units	Occupancy Standard: Minimum HH Size for this Unit Type*	Occupancy Standard: Maximum HH Size for this Unit Type*	*Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plar If not defined there, supply the standards used organization-wide.
26	Single Room Occupancy (SRO) Units		1		V
27	Studio Units		January 1		
28	One-Bedroom (1BR) Units		7	277	
29	Two-Bedroom (2BR) Units				
30	Three-Bedroom (3BR) Units				
31	Four-Bedroom (4BR) Units				
32	Five- or More (5+BR) Bedroom Units	H-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M			
33	TOTAL # Units	> 0		· Control of the cont	<b>⊴</b>
34		during the r report here	<ul> <li>How many vaca eporting period? ( is not less than the don worksheet 3.)</li> </ul>	Be sure that the number of v	ne number you
35	0.	reporting ye calculated f You must o transitional	How many eviction that are the data in the data that complete workshe housing, a resident transitional group	this field is au is entered on v et 1C, unless t ntial treatment	tomatically worksheet 1C. the project is
			t Rent-Up Time - rent-up time. This	•	<del>-</del> .
36	4	<ul><li>household i</li><li>this period i</li></ul>	moves out to where exceeds 30 days, ative worksheet. (	n the unit is rei you must ansv	nted again. If ver Question # 4
37		Waiting List?	st - How many app	olicants are cu	rrently on the
38		When was	the waiting list las	t updated? (m/	/yyyy)
39	1	the project marketing conduction #8	Marketing - Did during the reporting the reporting on the Narrative to Narrative works	ng period? If y g period, you r worksheet. (0	ou conducted nust answer

40		What is the date of the last Capital Needs Assessment? (m/d/yyyy)
41		What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)
42	·	How many Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question #2 on the Narrative worksheet. (Click on #2 at left to jump to Narrative worksheet.)
43		How many <b>Health, Building or Housing Code Violations</b> were open from <i>prior</i> years?
44		How many Health, Building or Housing Code Violations were cleared in the reporting year?
45		Are there urgent Major Property Repairs needed on the property in the next two years? (Yes/No) If there are needed major repairs you must answer Question #3 on the Narrative worksheet. (Click on #3 at left to jump to Narrative worksheet.)
46		If the property has Immediate Capital Needs and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to make up the difference, and supply additional explanation in question #3 of the Narrative report. (Click on #3 at left to jump to Narrative worksheet.)
47		As of the last day of the reporting period, how many units were fully Accessible to Physically Impaired Tenants?
48		As of the last day of the reporting period, how many units were Adaptable for Physically Impaired Tenants?
49		As of the last day of the reporting period, how many units were fully <b>Accessible to Visually Impaired Tenants?</b>
50		As of the last day of the reporting period, how many units were fully Accessible to Hearing Impaired Tenants?

Resident Services: AN ANSWER IS REQUIRED FOR questions 51-61. Indicate below any services that were available to the residents free of charge, on site or at another designated location within 1/4 mile of the project. You must also provide additional information about each of the marked services below on Worksheet "6.Services"

14 5 95 95	<ul> <li>Problem Service Control of the Control</li></ul>	5. \$10. 10 (1995) 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1
51	no	ନ୍ତି 🌋 After School Program/s (y/n)
52	no	౭్ర Licensed Day Care Service (participant fees are allowable for కి
53	no	င္မိ 🥞 Youth Program/s (y/n)
54	no	౭జ్ఞ Educational Classes (e.g. basic skills, computer training, కి ESL) (y/n)
55	no	င်း နွို Health and Wellness Services/Programs (y/n)
56	no	င်း နွို Employment Services (y/n)
57	no	്ട്ര് © Case Management, Information and Referrals (y/n)
 58	no	ഉള Benefits Assistance and Advocacy; Money Management; ട Financial Literacy and Counseling (y/n)
59		ഉള Support Groups, Social Events, Organized Tenant Activities ී ≥ (y/n)
60		୍ରି ଓ Other Service #1 - Please specifiy in column G.
61		Other Service #2 - Please specifiy in column G.
	1	•

## **POPULATION SERVED**

**Target / Actual Populations:** As of the last day of the reporting period, what are the Actual and Target Populations (expressed as Number of Households) for the Project?

Under Target Population, enter the number of units at the project that, as a requirement of a specific funding source (e.g. 202, HOPWA, McKinney), are targeted to and set aside for the target populations shown in the table. Under Actual Population, enter the number of households at the project that, as of the end of the reporting period, contained at least one person who is a member of the populations shown in the table.

	Target Pop	ulation	Actual Popul	ation
62	0	Families	0	Families
63	0	Persons with HIV/AIDS	0	Persons with HIV/AIDS
64	0	Housing for Homeless	0	Housing for Homeless
65	0	Mentally or Physically Disabled	0	Mentally or Physically Disabled
66	0	Senior Housing	0	Senior Housing
67	0	Substance Abuse	0	Substance Abuse
68	0	Domestic Violence Survivor	0	Domestic Violence Survivor
69	0	Veterans	0	Veterans
70	0	Formerly Incarcerated	0	Formerly Incarcerated
71	0	Transition- Aged Youth ("TAY")	0 .	Transition- Aged Youth ("TAY")

Remember, SAVE YOUR WORK!

	Annu	al Monitoring Report - Eviction Data - Reporting Year 2016 - Mayor's Office of Housing & Community Development
Project	Address:	
This secti	on of the AMR me	ist be completed for all projects, except for transitional housing or residential treatment services.
	of households w	to lived in the project during the reporting period:
1		Number of households who lived in the project AT ANY TIME during the reporting period. Be sure to include all households that moved in during the reporting period.
Numbe	r of househ	olds in the project who received Notices of Eviction during the reporting period for each of the following reasons:
(If more	e than one rea	ason applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
2		Breach of Lease Agreement
3 4		Capital Improvement Condo Conversion
5		Demolition Only Control On Only Control Only C
6		Denial of Access to Unit
7 6		Development Agreement
9		Ellis Act Withdrawal Failure to Sign Lease Renewal
10		Good Samaritan Tenancy Ends
11		Habitual Late Payment of Rent
12 13		Illegal Use of Unit Lead Remediation
14		Non-payment of Rent
15		Nulsance
16 17		Other Owner Moye In
18		Owner wove it Roommate Living in Same Unit
19		Substantial Rehabilitation
20	richally by the	Unapproved Subtenant
21	0	Total number of households who received Notices of Eviction
Numbe	r of unlawfu	l detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons:
(If more	than one rea	ason applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
22 23		Breach of Lease Agreement Capital Improvement
23		Capital improvement Condo Conversion
25		Demolition ·
26		Denial of Access to Unit
27 28		Development Agreement Ellis Act Withdrawal
29		Failure to Sign Lease Renewal
30		Good Samanitan Tenancy Ends
31 32		Habitual Late Payment of Rent Illegal Use of Unit
33		llegal Remediation .
34		Non-payment of Rent
35		Nuisance Other
36 37		Omer Move In
38		Roommate Living in Same Unit
39		Substantial Rehabilitation
40	0.00	Unapproved Subtenant Total number of unlawful detainer actions filed
	<u> </u>	The state of the s
Numbe	r of househ	olds evicted from the project during the reporting period for the each of the following reasons:
	than one rea	ason applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
42 43		Breach of Lease Agreement Capital Improvement
44		Condo Conversion
45		Demolition
46 47		Development Agreement
48		Ellis Act Withdrawal
49		Fallure to Sign Lease Renewal
50		Good Samaritan Tenancy Ends Habiltual Late Payment of Rent
51 52		Habitual Late Payment of Rent Illegal Use of Unit
53		Lead Remediation
54		Non-payment of Rent
55 56		Nuisance Other
57		Ourser Move In
58		Roommate Living in Same Unit
59 60		Substantial Rehabilitation Unapproved Subtenant
61	0	Total number of households evicted (total also used to answer question #35 on Worksheet 1A)

$\neg$	6	D	F	н	J		N	P
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2015	- Mayor's Office		mmunity Develop	nent	Experience of the Control of the Con	AV 51.70 TENNY 1 SASS Y 10.11	7. Ust CASE Devenue for this recording partial - UNIST he various Edward on STIM IN CASE
16	NICOME & EXPENSES	50 S S S S S S S S S S S S S S S S S S S			20088	Lose i	REPORTING	2a. Net LOSP Revenue for this reporting period - MIST ha amount shown on MIHCD LOSI disbursement form, onler in cell fife.
17	12 Month Report Parted	Start Date:	1/6/1900	End Date:	£/0/1900	# LOSP Units	# non-LOSP Units	-<- Must metch LOSP Datarsement Form I
18 19	Number of Units—>	0 Account			P 38 2011	Resident	0 fad Breakdown	2b. If the project receives other source's of Rental Assistance Payments, enter the total amount in pall J18, and the sourcela in pall J19.
20	Description of income Accounts	Runter	Residential	Non-Residential	Total	LOSP	gon-LOSP	Rental Assistance Prits - OTHER - Amount
21	10.25	dr.12 - 45.5 v		277		#VALUE!	0%	Rental Assistance Pmts - OTHER - Source/s
22	Rental Income		<u> </u>	· control ages ·	erierininge er zue	200000000000000000000000000000000000000		7c. If the project has been pre-authorized to use an "alternative LOSP spirt" to allocate the
	Housing Units - Gross Potential Tenant Rents Rental Assistance Payments (identify ALL sources In row below if applicable, including	5120					\$0.00	Rental Assistance Payment, enfor the LOSP percentage in cell 124.
24	LOSP funding)	5121				#VALUE!	#VALUE!	Pre-surhoszud eternálye LOSP aple for OTHER amircels of Runtal Assistance Payments.
25	. Source/s->							LOSP non-LOSP
26	Commercial Unit Rents	5140				1775 N. S.	LA URAMPSEIS	0.007
27	sub-total Gross Rental Income;		\$0,00	\$0,00	\$0.00	#VALUE!	#VALUE!	50.00
28	Vacancy Loss - enter amounts as negotive numbers!			Must click &	vapancy rate	Q13200000000000	La propertion of the control of the	
	·			exploin if Residential Vac				
29	Housing Units	5220	nelini riskofini	Rate is > 18%		0.03265.53.55.10	50.00	
30 31	Commercial sub-total Vacancies:	5240	50,00	\$0.00	0.00%			
32	303-0021 VACANCIES		\$0,00	\$0.00	\$0.00	\$0.00	50.00	•
33	NET RENTAL INCOME:		\$0.00	\$0,00	\$0.00	#VALUE!	#VALUE]	
35	Other Income							
	Garage and Parking Spaces Miscellaneous Rent Income	5170 5190				#VALUE!	#VALUE!	
1	Supportive Services Income - Do not enter supportive services income if it is tracked in a separate budget and not appropriate per MOHCO loan terms to be included in Residual						1	
38 39	Receipts calculation.  Supportive Services Income Source/s- identify program source(s) if applicable ->	5300	EXECUTE TO	1 % (4 <u>15.56</u>		#VALUE!	#VALUE!	
	Interest Income - Project Operations (From Operating Account Only)	5400				#VALUE!	#VALUE!	LOSP split calculation
41	Laundry and Venting	5910				#VALUE!		
	Tenent Charges	6920		<u> </u>		#VALUEI ·	#VALUE!	
43 44 45	Other Revenue sub-total Other Income Received:	5990	\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!	
- 1		· ·		T			Γ	
46 47	TOTAL INCOME RECEIVED:		\$0.00	\$0,00	\$0.00	AVALUE	#VALUE	
48 49	BHCOME & EXPENSES	Account			e e e e e e e e e e e e e e e e e e e	Residen	izi Breakdown	
50 51	Description of Expense Accounts francement	Number	Residential	Hon-Residential	Total	LOSP #VALUE)	non-LOSP 6%	Pre-sulhanced sitemative LOSP sale
52	Management Fee "Above the Line" Asset Management Fee (amount atowable may be limited, see Asset Mgt.	6320				#VALUE!	#VALUE!	B 007
53	Fee Policy)			****	000000000000000000000000000000000000000	#VALUE)	#VALUE!	0.00
55	sub-total Munagement Expense: Salaries/Benefits		\$0.00	\$0.00	\$0.00	#VALUE	#VALUE	160F   noo4.06P
	Office Salaries	6310				#VALUE!	#VALUE!	6,60
	Manager's Salary Employee Benefits: Health Insurance & Disability Insurance	6330 6723				#VALUET	#VALUE!	0.00
	Employee Benefits: Retirement & Other Salary/Benefit Expenses	0723	<b></b>			BVALUE)	#VALUE!	0.00
60	Administrative Rent Free Unit	6331				#VALUE!	#VALUE!	000
61 62	sub-total Salary/Benefit Expense: Administration		\$0.00	\$0.00	\$0.00	MALUE	#VALUE	
63	Advertising and Marketing Office Expenses	6210			Sea   S. 1   S	#VALUE!		LOPPING WILLIAM
	Office Rent	6311 6312				#VALUE!		LOSP split calculation LOSP
66	Legal Expense - Property Audit Expense	6340 6350				#VALUEI	#VALUE!	
58	Bookkeeping/Accounting Services	6351	<u> </u>		A 5.1	#VALUE!		
69	Bad Debts Miscoloneous Administrator Exceptor (must citek & exptain if >\$10k)	6370 6390			L	#VALUE!	#VALUE!	
75	Sub-total Administrative Expense:	1 0330	\$0.00	\$0.00	\$0.01	MVALUE		
73	Electricity	6450				#VALUE	#VALUE!	
	Water Cos	6451			1.77	#VALUE		•
76	Sewer	6453	<u> </u>		104 (000)	#VALUE	\$0.00	
77 78	Sub-total Utilities Expense: Taxes and Licenses	1	\$0.01	\$0.00	\$0.00	#VALUE	#VALUE	Pre-enthogrand elegative LOSP sple
79	Real Estate Taxes	6710			Letter	#VALUE	\$0.00	LOSP #66-LOSP
	Payroll taxes	6711		,		#VALUE!	#VALUE!	000
82	Miscellaneous Taxes, Licenses, and Permits sub-total Taxes and License Expenses	6719	50.0	\$0.00	0.02	#VALUE #VALUE		
83 84	Insurance Property and Liabity Insurance	6720		1		#VALUE		Pre-autorizan aksmalka LOSP spis
85	Fidelity Bond Insurance	6721	L		and the state of the state of	#VALUE	\$0.00	LOSP non-LOSP
86 87	Workers' Compensation Directors & Officers Liabitities Insurance	6722 6724	<del> </del>	ļ	50 0 4 4 5 2	#VALUE! #VALUE	#VALUE!	0.00
88	sub-total Insurance Expense:		\$0.0	1 \$0.0	\$6,0	#VALUE	MVALUE	
400	INPORTANT NOTIFIES TREATMENT OF CARITAL AND NOLLCAPITAL MAINTENANCE REPAIR OF	LPENNER ELIGIBLE P	OR PAYMENT BY REP	LACENENT MESERVE: H	poselela estiude	LOSP	non-1.08P	
90	those from this section, If you do include the se expenses here, he was to record the emounts to	reme 103 (non-expital)	and 210015 balon (c	epitel).	1.	252.252.252		LOSP split calculation
	Payroll Supplies	6510			Later Control	HVALUE		LOSP ass-LOSP
		6515	<del> </del>	<del>                                     </del>	1	BVALUE!	#VALUE!	9,00
92		6520		<del> </del>	AUGINERIE (**)	#VALUE		A CONTRACTOR OF THE PROPERTY O
92 93	Contracts Garbage and Trash Removal	6526			a companion of			
92 93 94 95	Contracts Garbage and Trash Removal Security Payrol/Contract	6526 6530				∄VALUE	#VALUE!	
92 93 94 95 96	Conhasts Garbage and Trash Removal Sacethy Psyrol/Contract HMA Repairs and Maintanance	6525 6530 6546				#VALUE	\$0.00	
92 93 94 95 96 97	Contracts and Trish Removal Security PsycoliContract WAC Repulse and Maintenance Whiche and Maintenance Whiche and Maintenance Explorered Operation and Repairs Whiche and Maintenance Explorered Operation and Repairs Whiche and Maintenance Explorered Operation and Repairs Whiche American Contracts and Maintenance Explorered Operation and Repairs	6526 6530 6546 6570 6590				#VALUE #VALUE	\$0.00 \$0.00	
92 93 94 95 96 97 98	Contexts  Gratege and Trash Removal  Security PsycoliContract  HACA Regains and Maintenance  Whiche and Maintenance Experience Operation and Repairs  Whiche and Maintenance Experience Operation and Repairs  Maintenance Contribution and Maintenance Experience Operation and Repairs  Maintenance Contribution and Maintenance Experience Operation and Maintenance Regain Experience  Subjective Services of not enter supporting expenses Services Services (First Regain Experience)	6526 6530 6546 6570 6590	\$0.0	3 \$0.00		#VALUE #VALUE	\$0.00 \$0.00	
92 93 94 95 96 97 98	Contract and Trish Removal Security Psycolifications HAC Repulse and Maintenance Viside are of Maintenance Viside and Maintenance Engineeric Operation and Repairs Which are not Maintenance Engineeric Operation and Repairs	6525 6530 6546 6570 6590	\$0.0	30.0		#VALUE #VALUE #VALUE	\$0.00 \$0.00	Pro-sublectived idlessibles USSP upit
92 93 94 95 96 97 98	Conhests  Gathage and Tasch Removal  Security PsycoliContract  HACA Regulars and Matthemanic  Whitele and Matthemanic Engineeric Operation and Repairs  Miscellansians Constitutions Engineeric Operation and Repairs  Miscellansians Constitution Security Sec	6525 6530 6546 6570 6590	\$0.0	30.0		#VALUE #VALUE	7 \$0.00 7 \$0.00 1 \$0.00 3 #VALUE	Pre-substitud alematur (USP sph
92 93 94 95 96 97 98	Conheats and Trisch Removal  Security Psycolic Contract  IPAC Regulars and Mathemanics  Whiche and Mathemanics Engineeric Operation and Repairs  Whiche and Mathemanics Engineeric Operation and Repairs  Whiche and Mathemanics Engineeric Operation and Repairs  Michaelmanics Constitute and Mathemanics Invested to the Contract of Mathemanics Repair Expenses  Supportive Services 30 not enter supportive and Security Mathemanics Repair Expenses  Supportive Services 30 not enter supportive and Security Services and Security Services and Security Services 30 not enter supportive Actions for residual receipts carbotation.  SUB-TOTAL OPERATING EXPENSES.	6525 6530 6546 6570 6590	\$0.0	50.0	80.00 St. (10.00 St. (	#VALUE #VALUE #VALUE #VALUE  #VALUE	7 \$0.00 7 \$0.00 9 \$0.00 3 #WALUE!	Pre-substituted administra LOSP such
92 93 94 95 96 97 98 99	Contracts  Guitage and Trisch Removal  Security Psycolic Contract  HAVE Regulars and Mathemanics  Valicies and Mathemanics Explainment Operation and Repairs  Which are Mathemanics Explainment Operation and Repairs  Mathemanics Contracts and Mathemanics Explainment Contracts  Supportive Services of not enter supported and both Mathemanics Regular Expendit  Validation of the eligible to be counted signated project income for residual resilies  SUB-TOTAL OPERATING EXPENSES  Capital Mathemanics Repairs/Improvements signified for payment by Replacement  Capital Mathemanics Repairs/Improvements algority for the Contract of Repairs action before  Capital Mathemanics Repairs/Improvements algority for the Contract of Repairs action shown	6525 6530 6546 6570 6590			80.00 St. (10.00 St. (	#VALUE #VALUE #VALUE #VALUE #VALUE	7 \$0.00 7 \$0.00 1 \$0.00 3 #WALUE!	Pro-sideonid alemater LOSP spin
92 93 94 95 96 97 98 99	Contracts Gurbage and Trisch Removal Security Psycolic Contract HVAC Repulses and Maintenance Volicide and Maintenance Engineering Operation and Repairs Mark Contracts Contract and Maintenance Engineering Contract Institution (Institution Contracts Contract and Maintenance Engineering Contract Institution Contracts Contract and Maintenance Repulse Expenses Supportive Services; do not enter supportive services expenses to function in Engineering Supportive Services; do not enter supportive services contracts function in Engineering Supportive Services; do not enter supportive services contracts function in Engineering Supportive Services; do not enter supportive services contracts function in Engineering Supportive Services; do not enter supportive services function in Engineering Supportive Services; do not enter supportive services function in Engineering Supportive Services; do not enter supportive Services Supportive Services; do not enter supportive Services; do not enter supportive Services Supportiv	6525 6530 6546 6570 6590			80.00 St. (10.00 St. (	#VALUE #VALUE #VALUE #VALUE #VALUE	7 \$0.00 7 \$0.00 1 \$0.00 3 #WALUE!	Pro-sideonid alemater LOSP spin
92 93 94 95 56 97 98 99 100	Contracts  Garbage and Trisch Removal  Security Psycolic Contract  HAVE Regulars and Mathemanics  Valide and Mathemanic Explorent Operation and Repairs  Which and Mathemanic Explorent Coperation and Repairs  Mathemanics Contracts and Mathemanics  Supportive Services of not enter supported and both Mathemanics Regular Expendit  Authority and not enter the support of the support o	6525 6530 6546 6570 6590		0 \$0.0	80.00 St. (10.00 St. (	#VALUE #VALUE #VALUE #VALUE #VALUE	\$0.00 \$0.00 \$0.00 \$0.00 \$VALUE!	Pro-sublotted of easiler LDSP upb  (LOSP)  const. CopP
92 93 94 95 56 97 98 99 100	Conhards  Guitage and Trisch Removal  Security Psycolic Contract  IPACE Regulars and Mathetanes  Whiche and Mathetanese Egiptement Operation and Repairs  Microthesian Contract and Mathetanese  Microthesian Contract and Mathetanese  Microthesian Contract and Mathetanese  Microthesian Contract and Mathetanese  Mathetanese Regular Experience  Mathetanese Regular Experience  Mathetanese Regular Experience  SUB-TOTAL OPERATING EXPENSES  Capital Maintenance Regular Experience  And And Capital Maintenance Regular Experience  Mathetanese Regular Mathetanese  Mathetanese Regular Mathetanese  Mathetanese Regular Mathetanese  Mathet	6525 6530 6546 6570 6590	\$0.0	0 \$0.0	80.00 St. (10.00 St. (	#VALUE #VALUE #VALUE #VALUE  #VALUE  #VALUE	\$0.00 \$0.00 \$0.00 \$0.00 \$VALUE!	Pro-sublected affectable USSP upb  (A)  (A)  (A)  (A)  (A)  (A)  (A)  (A
92 93 94 95 96 97 98 99 100	Contracts Guitage and Trisch Removal Security Psycolic Contract HAAC Regulars and Mainteannee Valicies and Mainteannee Engineering Operation and Repairs Mark Contracts Contract HAAC Regulars and Mainteannee Engineering Contract Supportive Samples Supportive Suppor	6525 6530 6546 6570 6590	\$0.0	0 \$0.0	80.00 St. (10.00 St. (	#VALUE #VALUE #VALUE  BVALUE  BVALUE  #VALUE #VALUE	\$0.00   \$0.00	Pre-substitute USP type    Pre-substitute USP type
92 93 94 95 96 97 98 99 100	Contracts Guitage and Trisch Removal  Security Psycolic Contract  IPAC Repulse and Maintenance Engineered Operation and Repairs  MECORARIOS CONTRACT  MECORARIOS CONTRACT  Supportive Services of not enter supportive services organize Repair Expansion  Supportive Services of not enter supportive services organizes (Incest or Isagenda  supportive Services of not enter supportive services organizes (Incest or Isagenda  supportive Services of not enter supportive services organizes (Incest or Isagenda  supportive Services of not enter supportive services organizes (Incest or Isagenda  supportive Services of not enter supportive services organizes (Incest or Isagenda  supportive Services organizes)  SUB-TOTAL OPERATING EXPENSES  Capital Maintenance Repair Supportive services (Incest or Isagenda  services organizes of the Services organizes organizes)  Reserve (Inceptal Cost seen mittend or services (Incest organizes of Services)  services organizes organizes (Incest organizes)  SUB-TOTAL OPERATING EXPENSES  SUB-TOTAL	6525 6530 6546 6570 6590	\$0.0	50.0	30.0	#VALUE #VALUE #VALUE  #VALUE  #VALUE  #VALUE #VALUE	\$0.00   \$0.0	Pro-sublotted of enable: LOSP upla  200  BLOSP - Sont LOSP  201  202
92 93 94 95 96 97 98 99 100 100	Conhests  Outlage and Trach Removal  Security Psycol/Contract  HACK Regulars and Marketonian Engineers Operation and Repairs  Michica and Marketonian Engineers Operation and Repairs  Michica and Marketonian Engineers Operation and Repairs  Michica and Marketonian Engineers Operation and Repairs  Supportive Services of one denor supportive services sepantical file Assistant Marketonian Regular Expanse  Supportive Services of one denor supportive services sepantical file Services  Supportive Services of one denor supportive services sepantical file Services  Supportive Services of one denor supportive services sepantical file Services  Supportive Services of one denor supportive services sepantical file Services  SUB-TOTAL OPERATION EXPENSES  Reserves, Clopical cools were intered in amounts for Makingarone & Repairs section above and are slightle for payment by the Registerent Reserves, Legioning from my 207, Amounts of provided in 72 107 2 size to be laided in cell File and native dut from pairsing sepanses.  Non-Capital Marketanance Regular Expenses alligible for payment by Replacement Reserves, Chipo and payment by the Replacement Reserves. Only on amounts solved for Marketanance & Regular Expenses alligible for payment by Replacement Reserves. Advanced amounts solved for Marketanance & Regular Expenses section above and will be rehabured by Replacement Reserves.  YOTAL OPERATING EXPENSES	6525 6530 6546 6546 6570 6590	\$0.0	0 \$0.00	\$0.0	#VALUE #VALUE  #VALUE  #VALUE  #VALUE  #VALUE  #VALUE	\$0.00   \$0.00	Pro-sublotted of enable: LOSP upla  200  BLOSP - Sont LOSP  201  202
92 93 94 95 96 97 98 99 100 100 100 100 100	Conhests  Outlage and Trach Removal  Security Psycol/Contract  HACK Regulars and Marketonian Engineers Operation and Repairs  Michica and Marketonian Engineers Operation and Repairs  Michica and Marketonian Engineers Operation and Repairs  Michica and Marketonian Engineers Operation and Repairs  Supportive Services of one denor supportive services sepantical file Assistant Marketonian Regular Expanse  Supportive Services of one denor supportive services sepantical file Services  Supportive Services of one denor supportive services sepantical file Services  Supportive Services of one denor supportive services sepantical file Services  Supportive Services of one denor supportive services sepantical file Services  SUB-TOTAL OPERATION EXPENSES  Reserves, Clopical cools were intered in amounts for Makingarone & Repairs section above and are slightle for payment by the Registerent Reserves, Legioning from my 207, Amounts of provided in 72 107 2 size to be laided in cell File and native dut from pairsing sepanses.  Non-Capital Marketanance Regular Expenses alligible for payment by Replacement Reserves, Chipo and payment by the Replacement Reserves. Only on amounts solved for Marketanance & Regular Expenses alligible for payment by Replacement Reserves. Advanced amounts solved for Marketanance & Regular Expenses section above and will be rehabured by Replacement Reserves.  YOTAL OPERATING EXPENSES	6525 6530 6546 6570 6590	\$0.0	0 \$0.0  Non-Residential 50.0  Non-Residential 50.0	\$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0	#VALUE #VALUE #VALUE #VALUE #VALUE #VALUE #VALUE	\$0.00   \$0.0	Pro-sublectived affectable: (LOSP sight)  (LOSP)  John (LOSP)

	Name of Lessor or Lender / Describe	30 P 20 14 5 16 16 16 16 16 16 16 16 16 16 16 16 16				2.72		
Bround Lease Base Rent & Debt Service (Principal and Interest) und Lease - Base Rent (provide Lessor name to the right)	Other Ame Pald	Residential	Non-Residential	Total	LOSP EVALUE:	MOD LOSP #VALUE!	COSP	ase-LOSP
deri - Principal Paid (provide lender name to the right)					BVALUE!	#VALUE!		
Interest Paid					#VALUE)	#VALUE!		
Other Amount (describe to the right) der2 - Principal Paid (provide lender name to the right)	***************************************				#VALUE! #VALUE!	#VALUE!		
interest Pald Other Amount (describe to the right)					BVALUE!	#VALUE! #VALUE!		
der3 - Principal Paid (provide lender name to the right) (Interest Paid					#VALUE!	#VALUE!		
Other Amount (describe to the right) der4 - Principal Paid (provide lender name to the right)					#VALUE!	* #VALUE!		5.5
Interest Paid					WVALUE!	#VALUE!	777777	
Other Amount (describe to the right)  Total Ground Lesse Base Rent + Debt Service Payments		\$0.00	\$0,00	\$0.00	#VALUE	#VALUE		1000
Reserve Account Activity Impacting Operating Account Nacement Reserve Required Annual Deposit (Source is Operating Account.) Enter as					Lose	non-LDSP	Pre-apitrofized effe	non LOSP
rive number.	1320			\$0.00	#VALUE!	#VALUE!		
rating Reserve Deposits (Source is Operating Account) Enter as positive number.  rating Reserve Account Withdrawals (For deposits to Operating Account) Enter as	1365			\$0.00	#VALUE	#VALUE!	***************************************	
itive number. er Requited Reserve Account Deposits (Source is Operating Account, Enter as positive				\$0.00	#VALUE	#VALUE!		
nbor. I dentify reserve account in next col) (1330) er Required Reserve Account Withdrawais (For deposit to Operating account. Enter as this enumber, I dentify account in next of □—→				\$0.00	#VALUE!	#VALUEI	LOSP split	calculation
note number, reanity account in next col →  Net Reserve Activity:		\$0.00	\$0.00	\$0,00	#VALUEI	#VALUE!	LOSP	mon-LOSSP
Surplus Cash, Detall (NOI minus Debi Service and Reserve Activity		\$0.00	\$0.00	\$0.00	#VALUE		Pre-sumorized attenuative LC	
The state of the s					cens pelos allocate fro	eny non-residential surplus om e133	LOSF	non-LOSP
mount for Surplus Cash above is negative: you must provide a detailed explanation to question #3 on the Narrativs workshee! you must NOT supply data for any of the fields for Uses of Surplus Cash below		Go to s	es4 Narrative questi	on #8				
	Principle Street		(Control Control	\$0.00	#VALUE!	#VALUE!		<u>                                      </u>
hibitations of Surplus Cash Irst accumulary inclocit is in emptiements under all MOHC concentrations. The Mass include Institution and Institution, application, application and 1-161, select the distribution priority for each of the uses of cash flowing/fue cash i recognises of other hunder engineerings, where NOA in the Back below.	I increases, etc. For	proposed distributi	on amounts entered in	column J, rows				
es op surplus cash that are authorized to be paid prior to calcul Yments of applicable	ATION OF RESIDUA	LABCEPTS	Distribution Pripetty (select select)		Residen	Lef Breakdows		
Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy	i i		( poetrator)	i i i i i i i i i i i i i i i i i i i	LOSP	non-LOSP		
tirrum balance requirements). "Bellow-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be						\$0.00	Available to the control of the cont	SP spitt for Non-Res Surplus
ovied, see Asset Mgt. Fee PoScy). Partnership Managament fee due from this reporting period, if any (tax credit jects only, not allowed it project is beyond 15-year compliance period). Partnership Managament fee accrued but unpaid from PRIOR reporting periods;					#VALUE)	#VALUE	LOGF	406-1,Usir
. Partnership Management fee accrued but unpaid from PRIOR reporting periods, usy (ax credit projects only; per City policy, not allowed if project is beyond 15-year npliance period).					1	\$0.00		
Investor Services Fee (ake LP Asset Management Fee) due from this reporting fled, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-					10125/21 1 (C2222 1010 W 1 A			1 2 2 3 3 3
rr compliance period). [Invastor Services Fee (aka LP Asset Management Fee) accrued but unpaid from IOR reporting periods, if any (ax credt projects only, per City policy, not allowed if					#VALUE)	#VALUE!		L
ect is beyond 15-year compliance period). Deferred Developer fee, if any	marature e manuf	สากเหตุ การกำกับกา			NVALUE	\$0.00 #YALUE!	Pre-guiltorized a ternative LC	ISP split for Non-Pres Surplus
Other payments: use question #1 on the Namative (worksheet #4) to provide details out any fees or other payments, including ground lease residual rent payments for a con-	Go to ya4.							
OHCDOCII ground lease. Failure to provide details will result in disallowance of this pense. You may only include payments that were approved by MOHCD at time of fending	Narrative question						,	100
it are also explicitly authorized by a Partnership Agreement or similar project document.  al. Debt Pmt to other lendert; Principal Paid (note lender name to right)  all. Debt Pmt to other lenderf; interest Paid	bed	ļ.			#VALUE! #VALUE!	#VALUE! #VALUE! #VALUE!		
b), Debt Pmt to other lender2; Principal Paid (note lender name to right) b)), Debt Pmt to other lender2; Interest Paid	efg				NVALUE!	#VALUE!		
Total Payments preceding Residual Receipts Calculation	F	in man		\$0.0	#VALUE	#VALUE		
, RESIDUAL RECEIPTS				\$0,0	#VALUE	#VALUE		
			(select bases)		Loss	non-LOSP	Pre-authorized alternative CC	DEP spit for Non-Ren Surplus
a. MOHCD Residual Receipts Due for Loan Repayment b. MOHCD Residual Receipts Due for Ground Lease Residual Rent Payment					\$0.00 \$0.00	\$0.00 \$0.00	0.00.0	
c. Subtolal Residual Receipts Payments to MOHCD				\$0.00	\$0.00	1		
d. Residual Receipts Debt Pmt to other lender3 (note lender name to right)					#VALUE!	#VALUE		
e. Residual Receipts Debt Pmt to other lander4 (note lander name to right) f. Residual Receipts Debt Pmt to other lander5 (note lander name to right) Total Residual Recipts Payments	Es a serie			\$0.0	#VALUE!	#VALUE		
DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MOHO WID GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIFIED AS API		MOHCO WILL RE	VIEW YOUR PROPOS	PROBLEM ST	Residen	fial Breakdown		
CONTACT	YOU.	engare di la la la la	Market photo is	SO.0	LOSF.	hon-LOSP #VALUE		
maining Balance	James Hollens - TA		I de la compa	20.0		F-57-100000000000000000000000000000000000		
					If LISS is SIL enter that number in J170 & L171 below. The			
oposed Owner Distributions (provide description in column D and enter amount in turn J. If an amount is entered, a description is required.)					amount will be treated as the LOSP CY surplus.			
320.50						[[ N168 is >0, You may		
opused Other Distributions/Uses (provide description in column D and enter amount in lurn J.   I an amount is entered, a description is required. If you had a Calendar Year						anter sost amount in J171 & N170 store If your LCSP budget allows an		
SP surplus, please acknowledge that and note exact amount.) net Balance: should be ZERO except when Surplus Cash (cell F136) is negative.	New York		1 - 2 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -		25 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	owner delinitation		
ner parenner arround de Alerto except when Supplus Cash (cell F136) is negative.	let.			\$0.0	#VALUE	#VALUE		
		٠						
				•				•

176	ESERVE ACCOUNT DETAILS	5 y 4 % 2 % 2 % 2 % 2 % 2 % 2 % 2 % 2 % 2 %	and the second	or discreptivessesses	05/1905/1000						
	PERATING RESERVE (Do not leave blanks for any quartiens asking for a number enter to	oro asstead.)	Transferorence	autini sidele ila Pitti	2004 NO. 2004 T. T.						
178	Minimum Required Balance:	court(Li_li	140000								
	Beginning Balance:		1								
180	Actual Annual Deposit (don't edit - taken from page 1 account number 1365): Interest Earned;	\$0.00	4'								
	Annual Withdrawal Amount (enter as negative reamber):				31 SE. 44	ļ				1	
183	Ending Balance (dorft edit cell calculated):	\$0.00	d								
184	Required Annual Deposit:										
165	Total Operating Expenses plus debt service (don't edit cell calculated)	\$0,00	0		to Edday						
	If the calculated percentage shown to the right (Op Reserve Account Ending Balance divided by Total Op Expenses) is less than 23.5%, you must describe how the										
	project will remetly the shortfall in the adjacent cell.										
	If the calculated percentage shown to the right is greater than 26.5%, you must explain why the Op Reserve balance exceeds MOHCD's requirement in the adjacent		1								
186	cell.	0,000%				]					
187	REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number exten-	r zem instead )	4 70000 811011 74		September 1						
	EPLACEMENT RESERVE (Oo not have blanks for any questions asking for a number enter Minimum Required Balance:									-	
190	Beginning Balance: Actual Annual Deposit;		1								
191	1		2000 PM 1000								
100	Interest Earned: Annual Withdrawal Amount (enter as negative number):		1								
193	Ending Balance (don't edit cell calculated);	\$0.0	o							1	
164	Required Annual Deposit (do not edit - taken from page 1 account number 1320):	\$0.00	45,224,000,000							1	
1	Describe how the amount of annual deposit and the minimum required		Y L			1					
	balance is determined.										
196	<u> </u>					1	•			-	
198	CHANGES TO REAL ESTATE ASSETS. Enlar Beginning and Ending Balancas in each of the categories kated below. Changes in asse	a) enlarger val	Balance.	(1)4(ph)4(ph)	Balance.	1				-	
199	suto calculate.	caregories wal	1/00/1960	Changes	1/00/1900	1					
200	Building & Improvements			\$0.00						]	
201	Offsite Improvements			50,00							
	Ste Improvements		†	hozabendekidanako		1					
202	Land Improvements		<del> </del>	\$0.00		1					
203	Furniture, Flotures & Equipment		<del> </del>	50 00	ļ						
264				\$0.00							
205	Other			50.00							
-1 1	Replacement Reserve-Eligible Expenditures: Provide details below about the Capital					1				.	
206	Capital Repairs and Improvements: Enter capital repairs and improvement costs associate positive change, as entry a respond in each corresponding calledgy in rows 210-215. If the op- replacement reserve change the reporting year, short the paper cost under "Replacement Reserve for replacement reserve change the reporting year, short the maper cost under "Openting Accounts."	perating account is erve", if the operati	used invisity to fund t ung acount is used to t	the repair, and is later re fund the repair and was	rknbursed by the not reimbursed by				•	,	
206	positive change, an entry is required in each corresponding calengry in rows 210-215. If the op replacement reserve dizing the reporting year, show the repair cost under "Replacement Rese	peraling account is erve", if the operati ount." Live the sec Capital Rep	used invisity to fund t ung acount is used to t	the repair, and is later re fund the repair and was a description of the capt	rknbursed by the not reimbursed by						
206 207 208	positive change, an entry is required in each corresponding calency; in rows 210-215. If the or replacement reserve during the reporting year, show the repair cost under "Replacement Rese the replacement reserve during the reporting year, show the repair cost under "Operating Acco	peraling account is erve", if the operation number Live the sec Capital Rep Replacement	used initially to fund t ing acount is used to t clien below to supply a	the repair, and is later re fund the repair and was a description of the capt	rknbursed by the not reimbursed by				٠		
206 207 208 209	positive change, an entry a menural in each corresponding calency in poss 210-215 of life or graph control in the control of the between the control of the proportion of the control o	peraling account is erve", if the operati ount." Live the sec Capital Rep	used initially to fund to ing acount is used to to then below to supply a infra and huptoviens	the repair, and is taler re fund the repair and was a description of the capt cuts Fundad By:	imbased by the not reimbursed by lai repairs and Total Amount						
206 207 208 209	positive change, an entry a menural in each corresponding calency in poss 210-215 of life or graphic center in the change of the possible of the calendary in the case of the	peraling account is erve", if the operation number Live the sec Capital Rep Replacement	used initially to fund to ing acount is used to to then below to supply a infra and huptoviens	the repair, and is taler re fund the repair and was a description of the capt cuts Fundad By:	replaced by the not reinbursed by lai repairs and Total Aymount 50.00						
207 208 209 210	positive change, an entry a meyoral in each corresponding calcary is now 270-251. If they or greater control record country is not control to the control of the control o	peraling account is erve", if the operation number Live the sec Capital Rep Replacement	used initially to fund to ing acount is used to to then below to supply a infra and huptoviens	the repair, and is taler re fund the repair and was a description of the capt cuts Fundad By:	replaced by the not reimbursed by lat repairs and Total Amount So. 00	2		.*	·		
206 207 208 209 210 211	positive change, an entry a mergrad in each corresponding calency in lows 210-215 of the or greater cannot reserve dump of merchange and a second control of the second cannot be second control of the control of the control of the control of the second cannot be important to the control of the control of the control of the control of the Capital Reserve and important control of the control of the control of the Second of the control of the control of the control of the control of the Other Improvements	peraling account is erve", if the operation number Live the sec Capital Rep Replacement	used initially to fund to ing acount is used to to then below to supply a infra and huptoviens	the repair, and is taler re fund the repair and was a description of the capt cuts Fundad By:	Total Amount  So.00  So.00	2			·		
206 207 208 209 210 211	positive change, an entry a meyoral in each corresponding calcary is now 270-251. If they or greater control record country is not control to the control of the control o	peraling account is erve", if the operation number Live the sec Capital Rep Replacement	used initially to fund to ing acount is used to to then below to supply a infra and huptoviens	the repair, and is taler re fund the repair and was a description of the capt outs Foundard By:	replaced by the not reimbursed by lat repairs and Total Amount So. 00	2		.•			
207 208 209 210 211 212 213	positive change, an entry a meyoral in sech corresponding calcary is now 270-25.5 if they and applicational responding calcary is now 270-25.5 if they applicational responding calcary is now 270-25.5 in they are application of the positive of the positiv	peraling account is erve", if the operation number Live the sec Capital Rep Replacement	used initially to fund to ing acount is used to to then below to supply a infra and huptoviens	the repair, and is taler re fund the repair and was a description of the capt outs Foundard By:	Industrated by the not reimbursed by the not reimbursed by lat repairs and Total Amount 50.00 \$0.00 \$0.00 \$0.00	2		.•			
207 209 209 210 211 212 213	positive change, an entry a mergrad in each corresponding calcary is now 210-25.5 if they and applicational reserved dump the reporting at short the part of cost under the phasemant if see reporting the cost under the phasemant is experienced as the cost under the phasemant is experienced.  Capital Reserve a media improvements - Catopories  Building & Improvements  Site Improvements  Sale Improvements  Land Improvements  Land Improvements  Earl Improvements	peraling account is erve", if the operation number Live the sec Capital Rep Replacement	used initially to fund to ing acount is used to to then below to supply a infra and huptoviens	the repair, and is taler re fund the repair and was a description of the capt outs Foundard By:	Total Amount  So 00  So 00  So 00	2 2 2 2		.*			
207 209 209 210 211 212 213 214 214	positive change, an entry a meyor of in each corresponding calency in lows 210-215. If they are applicational reserves dump of in reporting year, a front the page of continued to the continued of the positive properties of the reporting year, a short the report cost under "Operating Acceptances of many in the cost under "Operating Acceptances of many in the cost under "Operating Acceptances of the Cost of the C	peraling account is even. If the operate aunt." Use the sec.  Capital Rap Replacement.  Returns	used invelop to find it used to to grand on the used to to the total to the total to the total t	the repair, and is taken to find the repair makes the control of the find the repair makes the control of the control of the capital of the capital of the capital of the College Segregary College Segregary College Segregary	restbursed by the control reimbursed by the control reimbursed by lail repairs and Tystal America. So .00 S			.*			
207 209 209 210 211 212 213 214 214	positive change, an entry a mergrad in each corresponding calcary is now 210-25.5 if they and applicational reserved dump the reporting at short the part of cost under the phasemant if see reporting the cost under the phasemant is experienced as the cost under the phasemant is experienced.  Capital Reserve a media improvements - Catopories  Building & Improvements  Site Improvements  Sale Improvements  Land Improvements  Land Improvements  Earl Improvements	peraling account is erve", if the operation number Live the sec Capital Rep Replacement	used invelop to find it used to to grand on the used to to the total to the total to the total t	the repair, and is taken to find the repair makes the control of the find the repair makes the control of the control of the capital of the capital of the capital of the College Segregary College Segregary College Segregary	restbursed by the control reimbursed by the control reimbursed by lail repairs and Tystal America. So .00 S						
207 209 209 210 211 212 213 214 214	positive change, an entry a meyor of in each corresponding calency in lows 210-215. If they are applicational reserves dump of in reporting year, a front the page of continued to the continued of the positive properties of the reporting year, a short the report cost under "Operating Acceptances of many in the cost under "Operating Acceptances of many in the cost under "Operating Acceptances of the Cost of the C	peraling account is even. If the operate aunt." Use the sec.  Capital Rap Replacement.  Returns	used invelop to find it used to to grand on the used to to the total to the total to the total t	the repair, and is taken to find the repair makes the control of the find the repair makes the control of the control of the capital of the capital of the capital of the College Segregary College Segregary College Segregary	restbursed by the control reimbursed by the control reimbursed by lail repairs and Tystal America. So .00 S						
207 209 209 210 211 212 213 214 214	positive change, an entry a meyor of in each corresponding calency in lows 210-215. If they are applicational reserves dump of in reporting year, a front the page of continued to the continued of the positive properties of the reporting year, a short the report cost under "Operating Acceptances of many in the cost under "Operating Acceptances of many in the cost under "Operating Acceptances of the Cost of the C	peraling account is even. If the operate aunt." Use the sec.  Capital Rap Replacement.  Returns	used invelop to find it used to to grand on the used to to the total to the total to the total t	the repair, and is taken to find the repair makes the control of the find the repair makes the control of the control of the capital of the capital of the capital of the College Segregary College Segregary College Segregary	restbursed by the control reimbursed by the control reimbursed by lail repairs and Tystal America. So .00 S						
207 208 209 210 211 212 213 214 215 216 217	positive change, an entry a mayored in sech corresponding calcary is now 270-25.5 (May or greater than 1997) and the second of the reporting section of the second of the special register and the second of the special register and the second of the special register and the second of	paralleg account is rever; if the operation over the the sec	used invisibly to final or grand	the repair, and is their with the repair and the re	Total Amount   Tota						
207 208 209 210 211 212 213 214 216 217	positive change, an entry a required in sect. corresponding calescry in lows 270-251. If they experienced receive change for reporting varieties and call of the control of the special call of the control of the special call of the control of the special call of the control of	paralleg account is rever; if the operation over the the sec	used invisibly to final or grand	the repair, and is their with the repair and the re	Total Amount   Tota						
207 208 209 210 211 212 213 214 215 216 217 218 219 220	positive change, an entry a memoral in each corresponding calcary in lows 210-215 if they are applicational reserve dump the reporting year, above they are continued to the reporting year, above the report cost under "Operating According to the Property of the Property of the Report Cost under "Operating According to the Report Cost under Topics and Improvements  Site Improvements  Land Improvements  Land Improvements  Furniture, Flatures & Equipment  Other Improvements  Costal Improvements  According to the Report Cost Improvements  Non-Capital Report Report and Improvements.  Non-Capital Replacement Reserve Eligible Expenditures (I.a., labor costs): Enley the an according to the Capital Replacement Reserve Eligible Expenditures (I.a., labor costs): Enley the an according to the Capital Replacement Reserve Eligible Expenditures (I.a., labor costs): Enley the an according to the Capital Replacement Reserve Eligible Expenditures (I.a., labor costs): Enley the according to the Capital Replacement Reserve Eligible Expenditures (I.a., labor costs): Enley the according to the Capital Replacement Reserve Eligible Expenditures (I.a., labor costs): Enley the according to the Capital Replacement Reserve Eligible Expenditures (I.a., labor costs): Enley the according to the Capital Replacement Reserve Eligible Expenditures (I.a., labor costs): Enley the according to the Capital Replacement Reserve Eligible Expenditures (I.a., labor costs): Enley the according to the Capital Report Reserve Eligible Expenditures (I.a., labor costs): Enley the according to the Capital Report Reserve Eligible Expenditures (I.a., labor costs): Enley the According to the Capital Report Reserve Eligible Expenditures (I.a., labor costs): Enley the According to the Capital Report Reserve Eligible Expenditures (I.a., labor	paralleg account is every file of the three services of the operation of the three services of the operation	used invisibly to final or grand	the repair, and is their with the repair and the re	inductional by the not reinforced by the repart and to the notion of					•	
206 209 210 211 212 213 214 216 217 218 219 220 221	positive change, an entry a required in sect. corresponding calescry in lows 270-251. If they experienced receive change for reporting varieties and call of the control of the special call of the control of the special call of the control of the special call of the control of	paralleg account is every file of the three services of the operation of the three services of the operation	used invisibly to final or grand	the repair, and is their with the repair and the re	inducted by the not reinforced by the not reinforced for reinforced for the reinforced fo						
206 209 209 210 211 212 213 214 216 217 218 220 221 221 222	prosther change, an entry a memoral in each corresponding calcary in lows 210-25.5 if they dependent entering the control of t	paralleg account is every file of the three services of the operation of the three services of the operation	used invisibly to final or grand	the repair, and is their with the repair and the re	inductional by the not reinforced by the repart and to the notion of				,		
206 209 209 210 211 212 213 214 216 217 218 220 221 221 222	positive change, an entry a mayored in each corresponding calcary is now 270-251. If they are applicated returned and the reporting return and the report cost under "Operational Accordance in the report cost in th	paralleg account is every file of the three services of the operation of the three services of the operation	used invisibly to final or go accord is used to it can be be seen to be come below to supply a safe and hupdovante.  Operating Account	the repair, and is their with the repair and the re	inductional by the not reinforced by the repart and to the notion of						
206 207 208 209 210 211 212 213 214 216 220 221 221 222 222 223	positive change, an entry a required in sectio corresponding calescry in lows 270-251. If they are applicational response dump date reporting variations are produced by the control of response and the control of response and the control of response and control of response and the control of response and representations are control of response and representations.  Capital Resease and Improvements.  Capital Resease and Improvements.  Capital Resease and Improvements.  Capital Resease and Improvements.  Site Improvements  Site Improvements  Furniture. Pulsaries & Equipment.  Other Improvements  Furniture. Pulsaries & Equipment.  Other Total General Research and Improvements.  Non-Capital Replacement Reseave Eligible Expenditures (i.e., labor costs): Enler the an ex-chanistow to supply explanations.  Source of Operating Sudget, to be reinforced by RRI (shows the amount extend in row 101 Part Other Operating Sudget, to be reinforced by RRI (shows the amount extend in row 101 Part Other Source.)  Char Source.	paralleg account is every file of the three services of the operation of the three services of the operation	used invisibly to final or go accord is used to it can be be seen to be come below to supply a safe and hupdovante.  Operating Account	the repair, and is their with the repair and the re	Indicate						
206 207 208 209 210 211 212 213 214 216 220 221 221 222 222 223	prosther change, an entry a memoral in each corresponding calcary in lows 210-25.5 if they dependent entering the control of t	paralleg account is every file of the three services of the operation of the three services of the operation	used invisibly to final or go accord is used to it can be be seen to be come below to supply a safe and hupdovante.  Operating Account	the repair, and is taker as the state of the	inductional by the not reinforced by the repairs and a reinforced by the notion of				,		
206 207 208 209 210 211 212 213 214 216 220 221 221 222 222 223	positive change, an entry a required in sectio corresponding calescry in lows 270-251. If they are applicational response dump date reporting variations are produced by the control of response and the control of response and the control of response and control of response and the control of response and representations are control of response and representations.  Capital Resease and Improvements.  Capital Resease and Improvements.  Capital Resease and Improvements.  Capital Resease and Improvements.  Site Improvements  Site Improvements  Furniture. Pulsaries & Equipment.  Other Improvements  Furniture. Pulsaries & Equipment.  Other Total General Research and Improvements.  Non-Capital Replacement Reseave Eligible Expenditures (i.e., labor costs): Enler the an ex-chanistow to supply explanations.  Source of Operating Sudget, to be reinforced by RRI (shows the amount extend in row 101 Part Other Operating Sudget, to be reinforced by RRI (shows the amount extend in row 101 Part Other Source.)  Char Source.	paralleg account is every file of the three services of the operation of the three services of the operation	used invisibly to final or go accord is used to it can be be seen to be come below to supply a safe and hupdovante.  Operating Account	the repair, and is taker as the state of the	Indicate					•	
206 207 208 209 210 211 212 213 214 216 220 221 221 222 222 223	positive change, an entry a required in sectio corresponding calescry in lows 270-251. If they are applicational response dump date reporting variations are produced by the control of response and the control of response and the control of response and control of response and the control of response and representations are control of response and representations.  Capital Resease and Improvements.  Capital Resease and Improvements.  Capital Resease and Improvements.  Capital Resease and Improvements.  Site Improvements  Site Improvements  Furniture. Pulsaries & Equipment.  Other Improvements  Furniture. Pulsaries & Equipment.  Other Total General Research and Improvements.  Non-Capital Replacement Reseave Eligible Expenditures (i.e., labor costs): Enler the an ex-chanistow to supply explanations.  Source of Operating Sudget, to be reinforced by RRI (shows the amount extend in row 101 Part Other Operating Sudget, to be reinforced by RRI (shows the amount extend in row 101 Part Other Source.)  Char Source.	paralleg account is every file of the three services of the operation of the three services of the operation	used invisibly to final or go accord is used to it can be be seen to be come below to supply a safe and hupdovante.  Operating Account	the repair, and is taker as the state of the	Indicate						
206 207 208 209 210 211 212 213 214 216 227 221 222 223 224	positive change, an entry a required in sech corresponding calcary is now 270-251. If they are applicational relative change for recording the process of th	paralleg account is every file of the three services of the operation of the three services of the operation	used invisibly to final or go accord is used to it can be be seen to be come below to supply a safe and hupdovante.  Operating Account	the repair, and is taker as the state of the	Indicate				,		
206 207 208 209 210 211 212 213 214 216 227 221 222 223 224	positive change, an entry a required in sech corresponding calcary is now 270-251. If they are applicational relative change for recording the process of th	paraling account is even if the operation of the third in the country of the operation of the country of the co	used inhally to faind in use of the control of the	total RRESigible ex	Indicate						
207   208   209   210   211   212   213   216   217   221   222   223   224   225   226	procedure change, an entry a magned in sech corresponding calcary is now 270-251. If they are applicational relative change for second and part procedure, at short the regard cost under "replacement firest regarder cost under "replacement firest regarder cost under "replacement firest regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the Regarder cost under the regarder cost un	paralling account is every if the operation of the first	used inhally to found in use of inhall in the control of the contr	the repair, and is take re income the repair, and is take re income the repair and the repair an	Total Amount   Tota					•	
207   208   209   210   211   212   213   216   217   221   222   223   224   225   226	positive change, an entry a required in sech corresponding calcary is now 270-251. If they are applicational relative change for recording the process of th	paralling account is every if the operation of the first	used inhally to faind in use of the control of the	the repair, and is take re income the repair, and is take re income the repair and the repair an	Total Amount   Tota				·		
207   208   209   210   211   212   213   216   217   221   222   223   224   225   226	procedure change, an entry a magned in sech corresponding calcary is now 270-251. If they are applicational relative change for second and part procedure, at short the regard cost under "replacement firest regarder cost under "replacement firest regarder cost under "replacement firest regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the Regarder cost under the regarder cost un	paraling account is con- minimized to the other con- state of the other con- minimized to the other con- state of	used inhally to found in use of inhall in the control of the contr	the repair, and is take re income the repair, and is take re income the repair and the repair an	Total Amount   So.04   So.04   So.04   So.04   So.04   So.05						
207   208   209   210   211   212   213   216   217   221   222   223   224   225   226	procedure change, an entry a magned in sech corresponding calcary is now 270-251. If they are applicational relative change for second and part procedure, at short the regard cost under "replacement firest regarder cost under "replacement firest regarder cost under "replacement firest regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the Regarder cost under the regarder cost un	paralling account is every if the operation of the first	used inhally to found in use of inhall in the control of the contr	the repair, and is take re income the repair, and is take re income the repair and the repair an	Total Amount   So.04   So.04   So.04   So.04   So.04   So.05						
207   208   209   210   211   212   213   216   217   221   222   223   224   225   226	procedure change, an entry a magned in sech corresponding calcary is now 270-251. If they are applicational relative change for second and part procedure, at short the regard cost under "replacement firest regarder cost under "replacement firest regarder cost under "replacement firest regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the Regarder cost under the regarder cost un	paraling account is con- minimized to the other con- state of the other con- minimized to the other con- state of	used inhally to found in use of inhall in the control of the contr	the repair, and is take re income the repair, and is take re income the repair and the repair an	Total Amount   So.04   So.04   So.04   So.04   So.04   So.05						
207   208   209   210   211   212   213   216   217   221   222   223   224   225   226	procedure change, an entry a magned in sech corresponding calcary is now 270-251. If they are applicational relative change for second and part procedure, at short the regard cost under "replacement firest regarder cost under "replacement firest regarder cost under "replacement firest regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the procedure of the regarder cost under "Coparating According to the Regarder cost under the regarder cost un	paraling account is con- minimized to the other con- state of the other con- minimized to the other con- state of	used inhally to found in use of inhall in the control of the contr	the repair, and is take re income the repair, and is take re income the repair and the repair an	Total Amount   So.04   So.04   So.04   So.04   So.04   So.05						
207   208   209   210   211   212   213   216   217   221   222   223   224   225   226	positive change, an entry a required in sectio corresponding calleary in low 270-255. If they are applicational relative change for reporting year, about the page is continued to the relative ment in early cost under "Operating According to the Cost of the Property of the Property of the page of cost under "Operating According to the Property of th	paraling account is con- minimized to the other con- state of the other con- minimized to the other con- state of	used inhally to found in use of inhall in the control of the contr	the repair, and is take re income the repair, and is take re income the repair and the repair an	Total Amount   So.04   So.04   So.04   So.04   So.04   So.05						

	В	0	····	F	H	1	1 1	 N N	P	Y	
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2016							 		.4	
230	Federal Program income Report		W-125-5	production of the second	Marine Color	early live	******	 			
232	This section must be completed if the project received any CDBG funding, even if the For more information, use the following link or copy this web address for manual nav		rogram lı	ncome during t	he reporting pa	riod was	zero.				
234	Overview of Federal (HOME and CDBG) Program Income										
235	CDBG PROGRAM INCOME			,							
237	Proposed emotrals to be used to fund slightly CCBCI activities as described in the Federal CDBC Program Regulations at 24 CFR 570, 201-205 and consistent with the City's 2015-2019 Consolidated Men. 2016-17 Action Plans as follows:		DESCRIP	mon							
236	Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):										
239	Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):										
240	Amount to be used for CDBG eligible activityk3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):										
241	Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2015 (provide amount in cell to the right, and activity description and regulation citation in column furthes to the right;										
242	Other (provide amount in cell to the right, plus activity description and regulation citation in column furthest to the right);										
	Total CDBG Program Income Calculation(see instructions for guidance on how to calculate)										
244	To ensure the eligible use of CDBG Program Income, the recipient of federal CD and Community Development for the use of CDBG program Income received du					ffice of Ho	ousing				

.

Project Address:	Data supplied on this worksheet must be from the rent roll of the last month of the reporting period the	at was entered on worksheet 1A.	1/0/1900	# Units:	0
	enant population that was residing in the project <u>at the end of the Reporting Period</u> .				
<ul> <li>Identify manager's unit with the unit units, provide data in columns D, E,</li> </ul>	number, follow by "- Mgr". For example, if the manager occupies Unit 501, in column D, enter "501 - Mgr." For vacant units and manager's P, R and T only.			100	
	reporting period, the data entered in columns F, G & H (at initial occupancy) should be the same as the data entered in columns I, J & K				
	its within the project, report the initial occupancy data (occupancy date, income, household size) for the first unit that the tenant occupied in				
<ul> <li>Before using the "paste" function to</li> </ul>	enter data in columns E and P (Orange Highlighting in Column Header), please check the drop-down-menus to ensure that the data you are				
pasting conforms with the choices o instructions to fix and resubmit.	the drop-down menu. This will help prevent you from submitting forms with invalid data. Any forms with invalid data will be returned with				200

100	19002	Karagasa	DOMESTIC ELECTRICAL	rugger Light of	Louis Sec	I was to a section of the	Francisco de la constanta de l	T2-buganan	PRST 100 30 44-71	3040 AYOURG	54650249950	FACE CHESCHOOL CONTRACTOR	room and a second	I compagned to	LESSES 1878	10000022000	160004000	SCHOOL SECTION	00000.3000	AND AND THE OWNER.
C	302 b 4	1000 1600	,	C	h ·	104000		×	36.7	N.	N N		,	0	TOTAL RESERVE	8	T	U	V	w
Row Num	Urel No.	Uni( Type (Bed / SRO / Sbx5o / 15R / 25R / 38R / 45R / 5+5R)	Date of INITIAL OCCUPANCY (m/s/yyyr)	Household Annual Income AT INSTIAL OCCUPANCY	Household Size AT INITIAL DOCUPANCY (number)	Date Of Most Recent Income Recentification WITHIN REPORTING PERSOD (m/d/yyyy)	Household Annual Income as of Most Recent Recentification WITHIN REPORTING PERIOD	Hausehold Size (number) as of Most Recent Recentionion WITHIN REPORTING PERIOD	tper data	Occupancy for Unit Type (per data entered on	Is the Hausehold Overhoused or Overcrowded?	Outhoused (Oweroweld's – Narrative, (Explanation registed for each for where led eater in displayed in Column N and Coll cell shows an injulgating. Describe any extense ing discumstances that justify the Owerhoused Overcow field status, Summittee effects in side to be smaller (PH to unit of appropriate Site.)	Rentel Assistance Type (select "nees" if notes)	Amount of Rental Assistance	Amount of Maximum Gross Rent Allowed for Unit (enter 50 H (va)	Amount Tenani Paid Reni for Unit	(Enter \$0 H all	Date Of Most Recent Ront Increase WITHIN THE REPORTING PERIOD (INKE)	THE REPORTING	%age of Rent Increase (calculated, do not enter)
1		<u> </u>							o en el constante	MARKE	2 4 3 H					<del>                                     </del>			12888	848 P. P. D
2		1								10000	9 7 112									
3									100	144	AND TO							1834H44.S	1961	
4									140	1000	A 45 (5)									
5									APPLICATION OF		100							50500	35 VF	
6							ļ				100000			<u> </u>	<u> </u>					
7	<u> </u>				ļ	<b>_</b>	ļ			80gi (45)	100 E10 E1			<u> </u>	<u> </u>		<u> </u>	100		
5 9	<u> </u>	┼			<u> </u>		<del> </del>		AST 1811 (A)						<del> </del>					-
10		-				<del> </del>				1007240111 April 10071011				-	<b>├</b> ──	<del> </del>	<del> </del>		1000000000000	
11		<del> </del>				<del> </del>	<del> </del>			200	1 1 SA 15			<del>                                     </del>			<del> </del>	100		
12	<u> </u>				-	<u> </u>			1000		120000						<del></del>	24 (2015)	200 E	11/2005
13 .							T		500,250	0.000	1000	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)					1	48 88 E S.	100000	40.00
14				1					(8) A V E	12701	NATE:	2012							1000	STORY.
15									12000											
16									250000	taring.	ere on section									3.00 CM
17	<u> </u>	<u> </u>			<u> </u>				Ballista (A	Salanini.	San Carlo	STANCES SANCTON			ļ					320 STEELS
18	<b></b>				<del> </del>				10000	3000	57.1		<u> </u>		ļ				20 7.00	
19	<b> </b>	<del> </del>	<u> </u>	<u> </u>	ļ	ļ	<del>                                     </del>		101.20		327				<u> </u>		ļ			
20		-				-	<del> </del>		3/2/03/2			and State College Cartification			<del> </del>	<del> </del>		100000000000000000000000000000000000000		235.77 235.35
22	<del> </del>	1		<del> </del>	<del> </del>		<del> </del>			30 (10 W S)	2 (3)		<del></del>	<del> </del> ——	<del> </del>	├	<del> </del>	1.00		200
23	<del> </del> -	-			-	+	+			3.00			<del></del>	<del>├</del> ──	-	┼──	$\vdash$			100
24	<del> </del>	+-				<del> </del>	<del> </del>	-	200500000	-0.00 Com. 4			<del></del>	+	<del> </del>	<del> </del>	-			500 Sec. 100
25		<del>                                     </del>		<b>-</b>	<del>                                     </del>	+			CO HELLIN		4.00	3.00		-	<del> </del>	<del>                                     </del>				100
26	1	1			1														0.70-00	
27	1	T :							100000	3,000	600000000	Control of the Control	T-					2504268	24,000,000	100000
25											1000000							6.7.4		USAN PAR
29							1		Ways o	Shuji Soji	4354							275	9.00	
30									1,240,00	20.5					ļ			114.01	\$4555 F.	
31					<u> </u>	<del> </del>		-		SESSON.	la chaesa	Residence and the				<del></del>	<del> </del>	100	150	2000
32	<del> </del>	1			<del> </del>	<del>                                     </del>	<del> </del>	1	191700	15 (10)	31		1	<del></del>	<b>\</b>	<u> </u>	<del> </del>	1000		18.10mm
33		+		-		+	<del> </del>		ALC: ALC: ALC: ALC: ALC: ALC: ALC: ALC:	0.250	20355			<del> </del>		+	-		1.35	(2) (Sec. 12)
34 35	+-		-	<b>├</b> ──				<del> </del>	02552535 8609686	10.7	97. n. is. 0		<del></del>		<del> </del>	+		9 (1) 6 (1)	725 0 75	and Education Co.
35	-	+	<del> </del>	<del> </del>	+	+	<del> </del>	<del> </del>	6.55		1 1 7 1 1 4 2 5		<b>_</b>		<del> </del>	<del> </del>		2.5	10000000	Paragraphic Control
37	<del> </del>	<del> </del>	<del> </del>	+	+	+	<del> </del>	<del> </del>	10 D	- CUG-18	A CONTRACTOR	6.77	<del> </del>	<del> </del>	<del> </del>	<del> </del>		10087 7500	14.24.24	1512 S (C.S.)
38		<del> </del>	+		+	t	<del> </del>	<del> </del>	4 Service	Milesifee			<del> </del>	1	<b>†</b>	+		11041111	1 10 10	100000
39	<del> </del>	1-	<del>                                     </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	1000	and and	1000		l	1	1					Take 1
40	<del> </del>	1	<del>                                     </del>			<b>—</b>	1	1		77074	1000	The Control of the Control		1	1	$\overline{}$	$\vdash$	3. 558		
41	1		-			1	1	1	1000	1000	11000000000	47.78-244 SEP\$18.50		1	1	T	T	Sec. 50.68		100
42	1		T	1	T		1	T	12,500.00	13.30.00	14623 (2016)	\$640345 MILBORS	5						Parket of	District of

					ing Report - Demographic Information - Reporti	145.0	2016 -		
			100	Mag	or's Office of Housing & Community Developme	ent			
Project A	Address:				Data supplied on this worksheet must be from the rent roll of the last month of the reporting period that was entered on worksheet 1A.		. 0	# Units:	0
		Select one     Select one     For legacy	Ethnicity catego Race category for race and ethnici	ory for the head of household for the head of household. If ity data that reports race and	at was residing in the project <u>at the end of the Reporting Period.</u> I. If unknown, manager's or vacant unit, select "Not Reported".  unknown, manager's or vacant unit, select "Not Reported".  I ethnicity as a single field, an additional category of "Not Reported" should be used vould be listed as "Not Reported."		e a head of hou	sehold's race if it is	listed as
Ċ	ď	E	P	a	H	(1)	J.	. к	i de la companya de
Row Num	Unit No.	Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Household Size (number) as of Most Recent Recertification WITHIN REPORTING PERIOD	Ethnicity (select from drop down menu)	Race (select from drop down menu)	Female Headed House- hold (yes/no)	Elderly House- hold (yes/no)	Number of Children under Age 18 in HH	Disability (select one)
1									
2								,	
3									
4								-	
. 5								-	
6									
7									, .
8									
9									
10		1							
11						,			
12									
13									
14									
15		٠			•				
16						•		,	
17									
18									
19									
20									
21									
22		1							

. .

	The state of the s			A Charles of Committee of the Committee
Assimi Manutarina	DANAPE Summoncat	Danamad Harrenbald I	lamagraphics D	INAMINA VASE VINGS
Allitual Wolfitchilla	Report - Sullillary Or	Reported Household I	Jeniuuravings - Ni	sporting real 2010 -
	A CONTRACTOR OF THE PROPERTY O	on the same true because it is a market, but have again to be a first that the	many of the formation and account of the other properties of themselves	
			CONT. THE PARTY OF THE PROPERTY OF THE PARTY OF	MARKET REAL STATES AND
CONTROL OF AND INCIDENCE AND	**************************************	Housing & Communit	. Darrele was a mar	of All and the Control of the Contro
	WAVOES CHICE OF	.nousina & Communi	v nevembinem	A construction of the contract
e a contrata de la companya de la c				[1] 10.10.10.10.10.10.10.10.10.10.10.10.10.1

- 77		community persopritoris	
- 5			
l:	Project Address:	Last Day of Reporting Period 1/0/1900	# Units: 0
- 11		,	"

Hor	inat	 1 6	

# Reported Households	% of Total
0	
0	
0	
0	
0	
. 0	
0	
0	
0	

<sup>\*</sup>Excludes 0 unit(s) reported as manager's or vacant unit(s).

## Head of Household Race/Ethnicity

	# Reported	
	Head of HH	% of Total
Hispanic/Latino	0	
Not Hispanic/Latino		
American Indian/Alaskan Native	0	
Asian	0	
Black/African American	0	
Native Hawaiian/Other Pacific Islander	.0	
White	0	
American Indian/Alaskan Native and Black/African American	0	
American Indian/Alaskan Native and White	. 0	
Asian and White	0	
Black/African American and White	0	
Other/Multiracial	0	
Not Reported	0	
Total Head of Households	0	

## Other Household Demographics

	# Reported
Female Headed Households	0
Elderly Households	0
Households with Children Under 18	0
Number of Children Under 18	0
Households with Tenant with Physical Disability	0
Households with Tenant with Visual Disability	0
Households with Tenant with Hearing Disability	0
Households with Tenant with No Disability	0

## Target and Actual Population Served

Ta	rget Population	Actual Population		
0	Families	0	Families	
0	Persons with HIV/AIDS	0	Persons with HIV/AIDS	
0	Housing for Homeless	0	Housing for Homeless	
0	Mentally or Physically Disabled	0	Mentally or Physically Disabled	
0	Senior Housing	0	Senior Housing	
0	Substance Abuse	0	Substance Abuse	
0	Domestic Violence Survivor	0	Domestic Violence Survivor	
0	Veterans	0	Veterans	
0	Formerly Incarcerated	0	Formerly Incarcerated	
0	Transition-Aged Youth ("TAY")	0 ·	Transition-Aged Youth ("TAY")	

## Annual Monitoring Report - Narrative - Reporting Year 2016 - Mayor's Office of Housing & Community Development

Project Street Address:

Reporting Period - Start Date: 1/0/1900 Reporting Period - End Date: 1/0/1900

MOHCD created the questions below to allow project owners to supply additional information about a small number of measurements that may indicate that a project is having difficulties. By providing this information, project owners will help provide context for the conclusions that can be made about the measurements. MOHCD will use the measurements and the information below to prioritize the projects that need closer scrutiny and support. Please supply as much information as is readily available.

## 1. Explanations & Comments

Use this space to record notes about any peculiarities in the data entry process. For example, if you
entered a formula instead of a single number for a field, make a note here re: for which question on which worksheet that was done, and describe the formula & underlying numbers. Also use this field to describe
in detail any amounts entered for "Other payments" on the worksheet "2.Fiscal," item 11.

E		· ·		 		
-		•				
ı						
ı						
١						
١					•	
-						
١			÷			
-						
- 1	*					
-						
-						
-						
	·					
1						
	•					
		•				
1						
				•		
		•				
1						
			,			
				•		

## 2. Code Violations

Provide the following for any violations or citations of Health or Building or Housing Codes that were issued during the reporting period, or were issued in a prior reporting period but remained open during any time of the current reporting period:

Violation or Citation # Date Issued				

(add additional rows as needed)

\*\* ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. \*\*

Violation or Citation #	Date Cleared	Issued By	Description of Remedy		
-					
			·		
			·		

(add additional rows as needed)

\*\* ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. \*\*

					•		
3. Major Re	-					•	
	ny major repair or r s, and any related				eing required wit	nin the	
	o, and any rotatou						
			•				
		•					
	•						
						,	
							•
1.						:	
4 Vacant II	nit Rent-Up Tim	<b>.</b>	0				
	ect had an average t "1A.Prop&Reside				days for questio	n 36 on the	
WORKSTICE	t iA.i ropartesiae						
				the high turnard	1 (1		
	scription of the wor		e the cause/s of	the mgn turnare	und time, and		
what	scription of the wor the identified causes scription of the wor	ses are; and					
what b. A de all vi	t the identified caus scription of the wor able remedies that	ses are; and rk done to identify have been identi	means of redu	cing the turnarou	ınd time, and		
what b. A de all vi c. A de	t the identified caus scription of the wor able remedies that scription of the pla	ses are; and rk done to identify have been identi n to implement ar	means of redu	cing the turnarou	ınd time, and		
what b. A de all vi c. A de	t the identified caus scription of the wor able remedies that	ses are; and rk done to identify have been identi n to implement ar	means of redu	cing the turnarou	ınd time, and		
what b. A de all vi c. A de	t the identified caus scription of the wor able remedies that scription of the pla	ses are; and rk done to identify have been identi n to implement ar	means of redu	cing the turnarou	ınd time, and		
what b. A de all vi c. A de	t the identified caus scription of the wor able remedies that scription of the pla	ses are; and rk done to identify have been identi n to implement ar	means of redu	cing the turnarou	ınd time, and		
what b. A de all vi c. A de	t the identified caus scription of the wor able remedies that scription of the pla	ses are; and rk done to identify have been identi n to implement ar	means of redu	cing the turnarou	ınd time, and		
what b. A de all vi c. A de	t the identified caus scription of the wor able remedies that scription of the pla	ses are; and rk done to identify have been identi n to implement ar	means of redu	cing the turnarou	ınd time, and		
what b. A de all vi c. A de	t the identified caus scription of the wor able remedies that scription of the pla	ses are; and rk done to identify have been identi n to implement ar	means of redu	cing the turnarou	ınd time, and		
what b. A de all vi c. A de	t the identified caus scription of the wor able remedies that scription of the pla	ses are; and  "k done to identify have been identify n to implement ar k.	means of redu	cing the turnarou	ınd time, and		

Did you conduct any marketing of the project during the reporting period? If yes, please describe the marketing that was conducted, including  a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project;  b. any advertising, direct mailings, emailings and web postings that were done; and  c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.  6. Vacancy Rate ————————————————————————————————————	5.	Affirmative Marketing	0
a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project; b. any advertising, direct mailings, emailings and web postings that were done; and c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.  6. Vacancy Rate  If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following: a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and c. A description of the plan to implement any remedies, including specific timelines for			
to apply for the project; b. any advertising, direct mailings, emailings and web postings that were done; and c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.  6. Vacancy Rate  If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and c. A description of the plan to implement any remedies, including specific timelines for			
6. Vacancy Rate		to apply for the project;	
6. Vacancy Rate  If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for		,	
If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:  a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
<ul> <li>Expense section of the worksheet "2.Fiscal," you must supply the following:</li> <li>a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and</li> <li>b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and</li> <li>c. A description of the plan to implement any remedies, including specific timelines for</li> </ul>	6.	Vacancy Rate	
the identified causes are; and  b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and  c. A description of the plan to implement any remedies, including specific timelines for			
<ul> <li>b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and</li> <li>c. A description of the plan to implement any remedies, including specific timelines for</li> </ul>			
c. A description of the plan to implement any remedies, including specific timelines for		b. A description of the work do	one to identify means of reducing the vacancy rate, and all
			implement any remedies, including specific timelines for
	Γ		
			•
1		•	·
	L		

## 7. Miscellaneous Expenses: Administrative/Operating & Maintenance

If the project had miscellaneous administrative or miscellaneous operating & maintenance expenses greater than \$10,000 respectively, you must provide a detailed itemization of these individual expenses below. Total expenses must equal the total amount reported on the worksheet "2.Fiscal."

Misc. Admin Expenses			
		HUD	
Expense Description	Amount	Acct#	Notes
Total:	0.00		• •
Diff. from Fiscal Activity WS:		] .	
	-		
Misc. Operating & Maintenance Ex	penses ·		
		HUD	•
<b>Expense Description</b>	Amount	Acct#	Notes
		·	
T-4-I	0.00		
Total:	0.00	4	
Diff. from Fiscal Activity WS:		_	
8. Negative Cash Flow		7	
If the project had NEGATIVE CAS	H FI OW as may be st	] Jown above from	the Income Expense section of
worksheet "2.Fiscal," you must su			the moonie Expense section of
<ul> <li>a. A description of the work do identified causes are; and</li> </ul>	one to analyze the caus	e/s of the shortfa	ill, and what the
<ul> <li>b. A description of the work do remedies that have been id</li> </ul>		for the shortfall,	and all viable
c. A description of the plan to the implementation work.	implement any remedie	s, including spec	ific timelines for
<ul> <li>d. If the project has a Project-lease also supply the date project will submit the next whether the project has be</li> </ul>	e of the last increase to HAP contract rent incre	the HAP contracted and rel	t, the date when the ated comments about
		•	

Annual	Monitorina	Report - Prote	ct Financino	ı - Reportina	Year 2016 - M	avor's Office of	Housing & Commu	nity Development

Provide information about all current financing of the project. Lenders should be listed in lien order, i.e., with the most-senior lender in the first lien position, the most-junior lender in last lien position.

Project Address:
Current Project Financing

Lien Order	Lender (and Loan Program if applicable)	Loan Amount	Interest Rate	Maturity Date	Repayment Terms	Monthly Debt Service Payment		Accrued Interest As Of End of Prior Reporting Period
1			T					
2								
3		1						
4								
5								
6								
7								
В		1						
9							1.	
10								

	Annual Monitoring Report	Services Funding - Reporting Year 2016 - May	or's Office of Housing & Community D	evelopment			
Completion of this page is required based on your answers to questions 51 thru 61 on worksheet 1A Prop&Residents. Supply one row of data for each service that is being provided. (If more than one service is being provided by the same Provider under the same grant, please repeat the data for each service provided.)							
Project Address: Current Services Funding			of make a district of the second second second				
Service Type	Service Provider Name	Street Address where Service is Provided	Name of Funder of this Service	Grant Amount	Grant Start Date	Grant End Date	
	-						
						-	
		1					

## Project Street Address:

## Schedule of Operating Revenues For the Year Ended December 31, 1900

Rental Income 5120 Gross Potential Tenant Rents 5121 Rental Assistance Payments (inc. LOSP) 5140 Commercial Unit Rents	Total \$0 0
Total Rent Revenue:	\$0
Vacancies	
5220 Apartments	\$0
5240 Stores & Commercial	0
Total Vacancies:	\$0
Net Rental Income: (Rent Revenue Less Vacancies)	\$0
Other Revenue 5170 Rent Revenue - Garage & Parking	\$0
5190 Misc. Rent Revenue	0
5300 Supportive Services Income	0
5400 Interest Revenue - Project Operations (From Operating Acct Only) 5400 Interest Revenue - Project Operations (From All Other Accts)	0
5910 Laundry & Vending Revenue	0
5920 Tenant Charges	. 0
5990 Misc. Revenue	0
Total Other Revenue:	\$0
Total Operating Revenue:	. \$0

## Project Street Address:

## Schedule of Operating Expenses For the Year Ended December 31, 1900

Management	Total
Management 6320 Management Fee	10tai \$0
"Above the Line" Asset Management Fee	0
Total Management Expenses:	\$0
Salaries/Benefits	
6310 Office Salaries	\$0
6330 Manager's Salary	0
6723 Employee Benefits: Health Insurance & Disability Insurance	0
Employee Benefits: Retirement & Other Salary/Benefit Expenses	0
6331 Administrative Rent Free Unit	0
Total Salary/Benefit Expenses: _	\$0
Administration	
6210 Advertising and Marketing	\$0
6311 Office Expenses	0
6312 Office Rent	0
6340 Legal Expense - Property	0
6350 Audit Expense	0
6351 Bookkeeping/Accounting Services	0
6370 Bad Debts	0
6390 Miscellaneous Administrative Expenses	<u> </u>
Total Administrative Expenses: _	φυ_
Utilities	
6450 Electricity	\$0
6451 Water	0
6452 Gas	0
6453 Sewer	0
. Total Utilities Expenses:	\$0
<b>—</b>	
Taxes and Licenses	¢0
6710 Real Estate Taxes 6711 Payroll taxes	\$0 0
6790 Miscellaneous Taxes, Licenses, and Permits	0
Total Taxes and Licenses Expenses:	\$0
	<del></del>
Insurance	
6720 Property and Liability Insurance	\$0
6721 Fidelity Bond Insurance	0
6722 Workers' Compensation	0
6724 Directors & Officers Liabilities Insurance	<u> </u>
Total Insurance Expenses: _	\$U

## Schedule of Operating Expenses For the Year Ended December 31, 1900

Maintenance and Repairs	·	Total
6510 Payroll		\$0
6515 Supplies		0
6520 Contracts		0
6525 Garbage and Trash Removal		0
6530 Security Payroll/Contract		0
6546 HVAC Repairs and Maintenance		0
6570 Vehicle and Maintenance Equipment Opera		0
6590 Miscellaneous Operating and Maintenance		0
Total Maintenar	nce and Repairs Expenses:	\$0
6900 Supportive Services		\$0.
Capital and Non-Capital Expenditures to be	•	
Reimbursed from Replacement Reserve	· *	\$0
	•	
. Т	otal Operating Expenses:	\$0
Financial Expenses		
Enter amounts in yellow highlighted cells. Leav	e no cells blank. Enter "0" if an	nlicable
6820 Interest on Mortgage (or Bonds) Payable	o no come plant. Enter o il app	5.10 <b>45</b> 76.
6825 Interest on Other Mortgages		
6830 Interest on Notes Payable (Long Term)		
6840 Interest on Notes Payable (Short Term)		
6850 Mortgage Insurance Premium/Service Cha	rge	
6890 Miscellaneous Financial Expenses		
·	Total Financial Expenses:	\$0
	tions before Depreciation:	\$0
5060	Operating Profit (Loss):	\$0
Depresiation 8 Amortization Evanges		
Depreciation & Amortization Expenses  Enter amounts in yellow highlighted cells. Leav	va na colla blank Entar "O" if an	nliaahla
6600 Depreciation Expense	e no cens biank. Enter o ir ap	piicabie.
6610 Amortization Expense		
Operating Profit (Loss) after Dep	recieation & Amortization	\$0
oporating i fort (2000) and bop	ooloation a Amoretzation	
Net Entity Expenses		
the right.		•
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
1	otal Net Entity Expenses:	\$0
2050 Change in Total Not Assets from 2	tions (Not Leas)	**
3250 Change in Total Net Assets from Opera		\$0
Amount computed in cell E139 should mat	ur audited iirianulai staterriei	n.

## Project Street Address:

## Computation of Operating Cash Flow/Surplus Cash For the Year Ended December 31, 1900

		lotai
Operating Revenue		\$0
nterest earned on restricted accounts		0
	Adjusted Operating Revenue	\$0
Operating Expenses		\$0
Net Operating Income		\$0
Other Activity		
Ground Lease Base Rent	•	\$0
Bond Monitoring Fee		0
Mandatory Debt Service - Principal		0
Mandatory Debt Service - Interest		0
Mandatory Debt Service - Other Amount		0
Deposits to Replacement Reserve Account	•	0
Deposits to Operating Reserve Account		0
Deposits to Other Restricted Accounts per Regulatory Agree	ement	0
Withdrawals from Operating Reserve Account		0
Withdrawals from Other Required Reserve Account	Total Office Authorize	0
	Total Other Activity:	. \$0
Allocation of Non-Residential Surplus (LOSP only)		
	ing Cash Flow/Surplus Cash:	\$0
Spotta.	g -u	
ahead of residual receipts payments.		Total
•		
•		
	P-2	
Total Cash Available for Re	esidual Receipts Distribution:	\$0
Distribution of Decidual Decision		
Distribution of Residual Receipts	land Addition from a constant to the model	
Select the Distribution Priority number from Worksheet 2. Fi	scal Activity for payments to be paid	
with remaining residual receipts.		Total
	•	lotal
Total Residual Re	eceipts Distributions to Lenders:	\$0
Proposed Owner Distribution		\$0
Proposed Other Distribution/Uses		0
Total Residual Receipts Distribut	tions to Lenders and Owners:	\$0

## Project Street Address:

## Summary of Replacement Reserve and Operating Reserve Activity For the Year Ended December 31, 1900

	Replacement Reserve	Operating Reserve
Balance, December 31, 1899	\$0	\$0
Actual Annual Deposit	. 0	0
Interest Earned	0	. 0
Withdrawals	0	0
Balance, December 31, 1900	\$0	\$0

## Annual Monitoring Report - Completeness Tracker - Reporting Year 2016 - Mayor's Office of Housing & Community Development

This checklist is a tool to help you track progress toward completion. NOTE: Do not submit the AMR until all items are "COMPLETED."

Reporting Start Date: Reporting End Date: 1/0/00 1/0/00 Project Address:

#### Submission Instructions:

Once all worksheets below are "COMPLETED", email the AMR, completed Owner Compliance Certification, along with the attachments required under the Insurance and Tax Certification per page 3 of the Owner Certification, waitlist, and audited financial statements to: <a href="mailto:moh.amr@sfgov.org">moh.amr@sfgov.org</a>.

Worksheet 1A. Pro	perty & Residents	INCOMPLETE
	Questions 1 thru 4	incomplete
	Questions 5 thru 24	încomplete
	Questions 25 thru 39	Incomplete
	Questions 40 thru 50	incomplete
	Questions 51 thru 61	incomplete

Worksheet 1B. Tra	nsitional Programs	o Be Determined
	Questions 1 thru 11	To Be Determined
	Questions 12 thru 18	To Be Delermined
	Questions 19 thru 39	To Be Determined

Worksheet 1C, Eviction Date	То Е	le Determined
	Question 1	To Be Determined
	Questions 2 thru 21	To Be Determined
	Questions 22 thru 41	To Se Determined
	Questions 42 thru 61	To Se Determined

Norksheet 2. Fisc		
	Rental Income - Housing Unit GPTR	incomplete
	Vacancy Loss - Housing Units	incomplete
	Operating Expenses	Incomplete
	Surplus Cash/Residual Receipts (Rows 140 - 171)	incomplete
·	Operating Reserve (Rows 177 - 186)	incomplete
	Replacement Reserve (Rows 188 - 196)	incomplete
	Changes to Real Estate Assets (Rows 198 - 205)	Incomplete
	Replacement Reserve Eligible Expenditures (Rows 209 - 228)	incomplete
	Program Income (Rows 230 - 243)	DK-

Worksheet 3A, Occ	upancy & Rent Info INCOMP	LETE
	Does-number of units entered on Worksheet 3 match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B?	To Be Determined
	For each row with a Unit Number, was data entered in cells for Subsidy Type and Utility Allowance?	To Be Determined
	Narrative Provided for All rows indicating Overhoused or Overcrowded?	To Be Determined

Worksheet 3B. De	mographic information	To Be Determined	
	Is Ethnicity and Race selected for	for each household? To Be Determined	ł

	is Ethni	city and Race select	ed for each t	nousehold?	a Be Datermine
Worksheet 4. Name	ative			To Be Deter	mined

rksheet 4. Narrative	To Be Determined
	<ol><li>To Be Determine</li></ol>
	<ol> <li>To Be Determine</li> </ol>
	4 To Be Determine
	5 To Be Determine
	6 To Be Determine
	7 To Be Determine
•	8 To Be Determine

Worksheet 5. Project Financing	INCOMPLETE
Worksheet 6, Services Funding	To Be Determined
Worksheet 7. Supplementary Information Required by MOHCD	Worksheet incomplete. If using AMR to generate Schedules required for Auditied Financial Statement, please complete the required data entry.

## EXHIBIT H

## Tenant Selection Plan Policy - LOSP

This policy is in addition to the obligations to comply with applicable federal, state and local civil rights laws, including laws pertaining to reasonable accommodation and limited English proficiency (LEP), and the applicable provision of the Violence Against Women Act, Pub. Law 109-62 (January 5, 2006), as amended.

## **Application Process**

- **Application Materials.** The housing provider's written and/or electronic application materials should:
  - o outline the screening criteria that the housing provider will use;
  - o be in compliance with San Francisco Police Code Article 49 or the Fair Chance Ordinance,
  - o outline how an applicant may request a modification of the admission process and/or a change in admission policies or practices as a reasonable accommodation;
  - o be written in language that is clear and readily understandable,
- First Interview. In accordance with the housing provider policies, an initial interview is required to assess each applicant's minimum eligibility requirements for housing units.
- **Second Interview.** Before issuing a denial, the housing provider should consider offering a second interview to resolve issues and inconsistencies, gather additional information, and assist as much as possible with a determination to admit the applicant.
- Confidentiality. All information provided will be kept confidential and be used only by the housing provider, the referring agency and the funding agency for the purpose of assisting and evaluating the applicant in the admission process. All applicant information shall be retained for 12 months after the final applicant interview.
- Delays in the Process. If delays have occurred or are likely to occur in the application and screening process or the process exceeds the housing provider's normal timeline for application and screening, the housing provider must immediately inform the referring agency and the funding agency, of the status of the application, the reason for the delay and the anticipated time it will take to complete the application process.
- **Problems with the Referring Agency**. If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider must immediately contact the referring agency, if possible, and the funding agency, HSH.

<sup>&</sup>lt;sup>1</sup>See for e.g., Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 U.S.C. §§ 3601, et seq.; 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7; Executive Order 13,166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000); Department of Housing and Urban Development Limited English Proficiency Guidance, 72 Fed. Reg. 2732 (Jan. 22, 2007); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; 24 C.F.R. Parts 8 and 9; Title II of the Americans with Disabilities Act of 1990, as amended; California Fair Employment and Housing Act, Gov't Code §§ 12,955-12,956.2; Unruh Civil Rights Act, Civil Code § 51; California Disabled Persons Act, Civil Code § 51.4; Dymally-Alatorre Bilingual Services Act, Gov't Code §7290-7299.8; San Francisco Language Access Ordinance, No. 202-09 (April 14, 2009)

• <u>Limited English Proficiency Policy.</u> Throughout the application process, the housing provider must comply with City policy for language access requirements for applicants with limited English proficiency.

## Reasonable Accommodation and Modification Policy

Reasonable Accommodation: The application process should provide information about how an applicant may make a reasonable accommodation request. At any stage in the admission process, an applicant may request a reasonable accommodation, if the applicant has a disability and as a result of the disability needs a modification of the provider's rules, policies or practices, including a change in the way that the housing provider communicates with or provides information to the applicant that would give the applicant an equal chance to be selected by the housing provider to live in the unit.

**Reasonable Modification**: Applicant may request a reasonable modification if he or she has a disability and as a result of the disability needs:

- o a physical change to the room or housing unit that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site;
- o a physical change in some other part of the housing site that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site.

Response to Request: The housing provider shall respond to a request for reasonable accommodation or modification within ten (10) business days. The response may be to grant, deny, or modify the request, or seek additional information in writing or by a meeting with the applicant. The housing provider will work with the applicant and referring agency to determine if there are ways to accommodate the applicant.

The housing provider shall grant the request if the provider determines that:

- o the applicant has a disability;
- o reasonable accommodation or modification is necessary because of the disability; and
- o the request is reasonable (i.e., does not impose an undue financial or administrative burden or fundamentally alter the nature of the housing program.)

If the reasonable accommodation request is denied, the rejection must explain the reasons in writing. If the denial of the reasonable accommodation request results in the applicant being denied admission to the unit, the provisions of the section on Notice of Denial and Appeal Process apply.

### **Notice of Denial and Appeal Process**

- The housing provider shall:
  - o Hold a comparable unit for the household during the entire appeal process.

- o promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:
  - list all the reasons for the rejection, including the particular conviction or convictions that led to the decision in cases where past criminal offenses were a reason for rejection;
  - explain how the applicant can request an in person appeal to contest the decision;
  - state that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal;
  - inform the applicant that he or she is entitled to bring an advocate or attorney to the in person appeal;
  - provide referral information for local legal services and housing rights organizations;
  - describe the evidence that the applicant can present at the appeal;
- o give applicants denied admission a date within which to file the appeal, which shall be at least ten (10) business days from the date of the notice;
- o unless an extension is agreed to by the applicant and the housing provider, hold the appeal within ten (10) business days of the request for the appeal;
- o confine the subject of the appeal to the reason for denial listed in the notice;
- o give the applicant a chance to present documents and/or witnesses showing that he or she will be a suitable tenant;
- o have an impartial supervisor or manager from the housing provider, but who is not the person who made the initial decision or a subordinate of the person who made the initial decision, conduct the appeal;
- o within 5 business days of the in person appeal, provide the applicant with a written decision that states the reason for the decision and the evidence relied upon. A copy of the written decision must be sent (electronically or otherwise) to the referring agency and the funding agency.
- If the rejection is based on a criminal background check obtained from a tenant screening agency, the Fair Chance Ordinance imposes additional notice requirements.

#### **EXHIBIT I**

### Tenant Screening Criteria Policy - LOSP

The City expects that housing providers will use maximum feasible efforts to ensure that those individuals and families who are referred are accepted for occupancy in a timely fashion. To that end, the City has adopted the following screening criteria for applicants with a criminal record. If a problem arises in the application and screening process that may cause unreasonable delay in screening outcome, the housing provider should immediately notify the referring agency and HSH to assist with an expeditious resolution.

The screening criteria and considerations outlined below encourage providers to "screen in" rather than "screen out" applicants. These requirements are also designed to satisfy the requirements of San Francisco Police Code Article 49, Sections 4901-4920 or the Fair Chance Ordinance. This policy describes a minimum level of leniency; providers are encouraged to adopt less restrictive policies and processes whenever appropriate. For example, providers may opt not to review or consider applicant criminal records at all.

#### **Screening Criteria**

- Housing providers shall not automatically bar applicants who have a criminal record<sup>2</sup> in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers shall not consider:
  - o arrests that did not result in convictions, except for an open arrest warrant;
  - o convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;<sup>3</sup>
  - o juvenile adjudications.
- Housing providers shall consider:
  - o the individual circumstances of each applicant; and
  - o the relationship between the offense, and
    - (1) the safety and security of other tenants, staff and/or the property; and
    - (2) mitigating circumstances such as those listed below.
  - only those offenses that occurred in the prior 3 years, except in exceptional situations, which must be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity. As necessary, HSH will assess the justification for a longer look-back period and determine whether an exception is warranted. In these exceptional situations, the housing provider may consider offenses that occurred in the prior 5 years.
  - o mitigating factors, including, but not limited to:

<sup>&</sup>lt;sup>2</sup> The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

<sup>&</sup>lt;sup>3</sup> The purpose of the statute is allow a petitioner to request a dismissal of the criminal accusations, a change in plea or setting aside of a verdict and to seek to have certain criminal records sealed or expunged and a release "from all penalties and disabilities resulting from the offense."

- (1) the seriousness of the offense;
- (2) the age and/or circumstances of the applicant at the time of the offense;
- (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;
- (4) if the offense is related to acts of domestic violence committed against the applicant;
- (5) if the offense was related to a person's disability.

. 

Loan Committee Date: March 3, 2017 Page 1 of 18

### Citywide Affordable Housing Loan Committee

San Francisco Mayor's Office of Housing and Community Development Department of Homelessness and Supportive Housing Office of Community Investment and Infrastructure

Evaluation of Request for Funding: Local Operating Subsidy Program (LOSP)

**Contract Renewal** 

Prepared By: Lourdes Chang

Loan Committee Date: March 3, 2017

Sponsor Name: Tenderloin Neighborhood Development Corporation

Project Name: 990 Polk Senior Apartments

Project Address (w. cross street): 990 Polk, San Francisco, CA 94109

Number of Units/Beds (specify): 110 units, including 50 units set aside for formerly

homeless seniors and 60 units for very low income

seniors

Funding Request: Up to \$561,852 for Year 1

Up to a Total \$13,131,321 for the full 15 year and 6

month contract

#### 1. SUMMARY AND BACKGROUND

Tenderloin Neighborhood Development Corporation ("TNDC") is requesting \$13,131,321 in General Funds from the Local Operating Subsidy Program ("LOSP") to subsidize continuing operations for 50 units set aside for formerly homeless seniors at 990 Polk Senior Apartments for a period of 15 years and 6 months.

Completed in August 2008, 990 Polk Senior Apartments (the "Project") consists of 110 units of senior housing with 50 units of supportive housing targeted to formerly homeless seniors. The Project serves very low-income seniors (ages 62 and older) at incomes of 50% of City AMI or below. The 50 supportive housing units are supported by LOSP, including 10 units that must be set aside for formerly homeless seniors with a serious mental illness. This set-aside is a requirement under the Mental Health Housing Services Act (MHSA). The Project received a \$1.0M MHSA award to pay for capital cost overruns and to leverage the City's capital contribution to the Project. The 50 households pay 50%

Page 2 of 18

Loan Committee Date: March 3, 2017

of their income on rent under the LOSP program. The remaining 60 units are not subsidized, and are available to seniors who are earn up to 50% of AMI.

Supportive services for the 50 LOSP tenants are provided through a contract between Lutheran Social Services (LSS) and Direct Access to Housing (DAH), the Adult Housing Programs section of the Department of Homelessness and Supportive Housing (HSH) of the City and County of San Francisco.

The general partner of 990 Polk Senior Apartments is Polk Senior Housing Associates, L.P. TNDC is the General Partner of the partnership.

The current LOSP grant agreement with 990 Polk Senior Apartments covers a 9-year term, beginning in July 2008 for a total contract amount of \$5,485,349. The contract expires in June 2017 and TNDC is requesting a renewal of the LOSP contract to support the continuation of the homeless program at the site. The Project received its last disbursement under the initial 9-year contract for the period of January 1 to June 30, 2017, and is requesting a new 15-year, 6-month LOSP contract beginning on July 1, 2017, and ending January 1, 2032.

# 2. PROJECT PERFORMANCE COMPARED WITH MOHCD SUPPORTIVE HOUSING AND LOSP PORTFOLIOS

#### 2.1. 2015 Operating Expenses

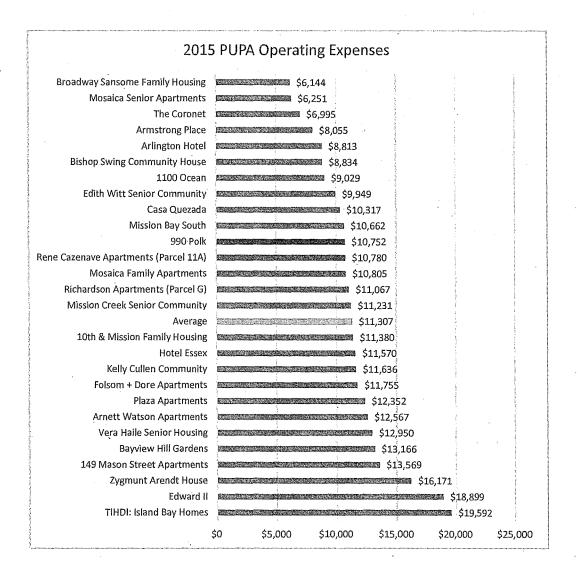
To evaluate the Project's financial performance, operating expenses from 2015, the most current year for which actual operating expenses have been reported, were compared with the operating expenses of projects in MOHCD's supportive housing and LOSP portfolios.

During 2015, MOHCD's portfolio had 91 supportive housing projects. The average total operating expenses across all supporting housing projects (before replacement reserve deposits and hard debt service) was \$9.7k per unit per year. PUPA operating expenses varied by project size, with PUPA operating expenses higher for smaller buildings and lower for larger buildings. The Project's 2015 operating expenses of \$10.7k PUPA is slightly higher than the average for projects with 50-99 units.

Average Operating Expenses Per Unit Per Annum Supportive Housing Projects, 2015

# Units	# Projects	Average PUPA Operating Expenses
100+	33	\$9,212
50-99	41	\$10,285
1-49	17	\$11,672
All	91	\$9,741

Within MOHCD's LOSP portfolio of 27 projects, operating expenses PUPA ranged from a low of \$6.1k to a high of \$19.6k, and an average of \$11.3k. The Project's 2015 operating expense PUPA, at \$10,750, is ranked 11<sup>th</sup> and is slightly below the average PUPA for all LOSP projects.



Loan Committee Date: March 3, 2017 Page 4 of 18

Within the LOSP portfolio, some projects have just 20% LOSP units, while others are 100% LOSP. Average PUPA operating expenses also varies by the percentage of LOSP units within the building. Buildings with a higher percentage of LOSP units were found to cost more to operate.

# Average Operating Expenses Per Unit Per Annum by % of LOSP Units, 2015

% of LOSP Units	# Projects	Average PUPA Operating Expenses						
66% or more LOSP Units	11	\$12,251						
20% - 66% LOSP Units	12	\$11,049						
20% or less LOSP Units	4	\$9,487						
All	27	\$11,307						

With 45% of the units designated as LOSP units, the Project's 2015 PUPA operating expenses of \$10.7k falls within the average of \$11k for projects with a similar percentage of LOSP units.

Drilling down to the general expense categories - management, administration, utilities, taxes/licenses, insurance, and maintenance - 990 Polk's 2015 expenditures are within the average, with the exception of management, office salaries and related expenditures such as benefits and payroll taxes which are higher than the average across the LOSP portfolio. This higher than average per unit expenditure is due to the need for more intensive oversight and day-to-day management of the homeless units. The need is even greater for the 10 MHSA units that house homeless seniors who have serious mental illness.

The need for constant monitoring and preventive maintenance is greater for these units. This is documented in a survey completed by TNDC in 2013 where they found 75% of incident reports were attributed to LOSP-assisted units. The incident reports included guest violations, where visitors stayed longer than what is allowed under the lease; acting out and screaming at other tenants and staff creating an unsafe living environment; and property damage, such as leaving trash in common areas, staining carpet from spills and damaging walls when operating wheelchairs and moving furniture and appliances. This led to staffing increases in maintenance and property management. As evidenced in the chart below, staffing makes up the largest expense in the Project's operating budget.

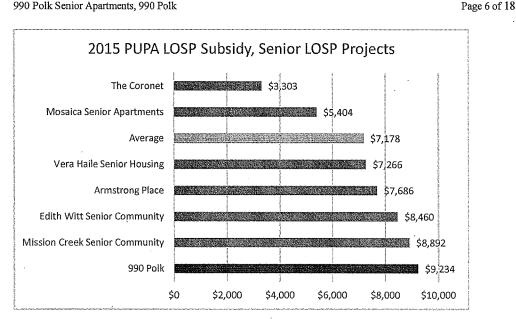
### Operating Expenses by Expense Categories, 2015

2015 PUPA Expenses	Mgmt	Salaries/ Benefits	Admin	Utilities	Taxes/ Licenses	Insurance	Maintenance/ Repairs
990 Polk	\$996	\$3,597	\$722	\$1,396	\$466	\$695	\$2,095
LOSP Portfolio Average	\$927	\$2,369	\$1,297	\$1,568	\$365	\$964	\$3,412

#### 2.2, 2015 LOSP Subsidy

The Project's per unit 2015 LOSP subsidy of \$9,234 ranks the highest across all the Senior LOSP projects at \$7,178 (See chart below, 2015 PUPA LOSP Subsidy, Senior LOSP Projects). This is due in part to the higher percentage of homeless units at the site. Compared to the other LOSP senior projects which have 3%-36% LOSP units, the Project's homeless component is 45%, or 50 units. In addition, the Project is required under an MHSA agreement to set aside 10 of the 50 LOSP units to homeless seniors with serious mental illness. This adds to the cost of operating the homeless program at the Project and requires additional LOSP subsidy to make it work. Also, because seniors are typically on fixed incomes, the Project does not see much growth in rental income beyond 1.5-2% for both the LOSP and non-LOSP units.

The average 2015 household income of non-LOSP tenants was 22% AMI and the average tenant paid rent was \$601, which translates to an average rent of 34% AMI. In order to not rent-burden their tenants to a point where they cannot afford the rent and pay for other basic needs, TNDC has not charged rents at the maximum rent limit of 50% AMI. At least 75% of non-LOSP tenants have rent burden over 30%, and almost half, or 42% of the non-LOSP tenants, have rent burdens greater than 50%. The LOSP units target households at even deeper affordability. In 2015, the average household income of LOSP tenants was 17% AMI and the average tenant paid rent was \$465 per month. The LOSP tenants pay 50% of their income on rent and the rental subsidy makes up for the difference.



Loan Committee Date: March 3, 2017

#### 3. PROJECT OPERATIONS

#### 3.1. Annual Operating Income Evaluation

The Project's 20-year proforma is based on projections using 2015 actuals and assumes Year One starts in 2017.

<u>Tenant Rent</u>: Tenant paid rents are projected to generate \$723,491 in 2017, during the first year of the new proposed LOSP contract. Tenant rents are comprised of rents collected from the 60 non-subsidized units targeted to senior households up to 50% AMI and the 50 LOSP households who pay 50% of their income on rent.

The 2015 gross rent from the 60 non-subsidized units average \$601 per month, which translates to 34% AMI. Initial incomes average at 31% AMI and current incomes average at 27% AMI. In order to not rent-burden their tenants to a point where they cannot afford the rent and pay for other basic needs, TNDC has not charged rents at the maximum rent limit of 50% AMI.

LOSP units are deeply affordable: the average 2015 AMI for LOSP units was 17% AMI and the average tenant-paid rent in the LOSP units was \$465.

LOSP Subsidy: The first year LOSP subsidy requested for the 50 LOSP units is \$561,852 (\$11,237/PUPA and \$936/PUPM) and is shown in the attached operating budget. This is a reduction of 24%, or \$174,123, in the amount of the LOSP subsidy requested for 2017 under the current contract. This reduction is attributable to the revised approach that is being used to split the expenses between the LOSP and non-LOSP units (See Section 3.2 below of additional information)

Loan Committee Date: March 3, 2017 Page 7 of 18

Other Income: Approximately \$18k, is anticipated to be generated from laundry, various tenant charges and miscellaneous rent income. Laundry is to be split pro-rata among the LOSP and non-LOSP units while 100% of miscellaneous rent income and tenant charges will be allocated to the non-LOSP side.

Commercial Income: Commercial income, which is also split 45-55%, supports both the LOSP and non-LOSP components of the project. Approximately \$80k is anticipated to be generated from the commercial space, including \$15k in CAM costs. The commercial rent is \$21.98 per square foot and is projected to increase by 3% annually. The operating budget assumes a 5% vacancy. The current tenants, a café and market, are long-term tenants whose leases expire in 2019. It is anticipated these tenants will renew their leases and will continue to provide a stable source of income for the project.

<u>Vacancy</u>: The operating budget assumes a 5% vacancy on the LOSP and non-LOSP units. Historically, vacancy rates on the non-LOSP units are less than 5%, but the proforma budgets 5% to be conservative and consistent with MOHCD underwriting standards.

#### 3.2. Annual Operating Expenses Evaluation

The annual operating expenses in Year One, before debt service and reserves, are projected at \$1,261,482 or \$11,468 PUPA. This is a 7% increase above 2015 operating expenses, in part due to increases in electricity and water utility rates, an increase in janitorial and maintenance staffing costs, and other maintenance/repair costs such as furnishings, maintenance staff uniforms, appliances and carpet. With the exception of these increases, the other expenses in the operating budget are in line with prior years' performance.

#### Allocation between LOSP/Non-LOSP Units

In buildings where less than 100% of the affordable units are LOSP, the LOSP budget allocates income and expenses pro-rata across LOSP/Non-LOSP units.

In recognition that the share of income or expense for some budget items may not happen according to the pro-rata split, and especially in recognition that LOSP tenancies may cost the project more than the pro-rata split provides, MOHCD allows the use of alternative splits. Sponsors must provide rationale for any alternative or project splits that are proposed.

At the time when the Project's current LOSP budget and contract was approved, MOHCD allowed project sponsors to use an alternative split for all operating budget line items. MOHCD staff agreed to the sponsor's request to allocate a larger percentage of operating costs to the homeless units and sized the LOSP subsidy according to a 64%-36% LOSP v. non-LOSP split.

In 2013, TNDC provided a report which compiled data of incident reports from November 2008 through November 2012 where they found LOSP units do cost more to manage. At least 75% of incident reports, which included lease violations and property damage, involved LOSP units, and 8 of 9 eviction actions in 2010-2012 were against LOSP tenants. TNDC has increased staffing in property management and janitorial and maintenance staff to help monitor and provide routine preventive maintenance for the LOSP units. TNDC's

staff also coordinates with support services staff available through a contract with HSH and Lutheran Social Services (LSS), who provides supportive services to the 50 DAH residents. LSS Support Services and TNDC's Property Management are working closely to address any issues that would negatively impact housing retention.

Loan Committee Date: March 3, 2017

While it is documented that LOSP units at this site cost more to manage, the initial contract's LOSP allocation of 64% turned out to be more excessive than necessary. The 64-36% split resulted in program years where there was a LOSP surplus of about \$200k annually.

MOHCD policy now requires sponsors to seek approval for alternative splits for specific line-items. Some items are allowed either an alternative split, or a projected split based on actuals, which is allowed if the sponsor's accounting system is able to track income and expenses at the program level. The use of alternative splits is a recognition that LOSP tenancies may cost the project more than the pro-rata split provides. Sponsors must provide rationale for any alternative or project splits that are proposed.

For the new contract period, the pro-rata allocation will be 45% LOSP units and 55% non-LOSP, with the exception of certain line items, primarily related to office salaries and maintenance staff/contracts, for which a split of 70%-30% will be used. The sections below will further discuss alternative splits of specific expense line items.

Staffing: Staffing is anticipated to remain the same as current staffing levels with the exception of increasing the janitor from 0.4 to 1.0 FTE. Over the years, maintenance staff have taken on some janitorial duties; thus, maintenance staffing increased from 1.5 to 2.5 FTEs, increasing the total janitorial/maintenance staffing to 3.5 FTEs. The overall staffing plan includes 9.7 FTE's:

Position	FTE	Notes
Desk Clerk	4.2	\$158,820 covers 3 FTE and 2 part-time desk clerks
General Manager	1.0	\$61,248 for 1 FTE
Assistant Manager	1.0	\$42,111 for 1 FTE
Janitor	1.0	\$61,248 for 1 FTE
Maintenance	2.5	\$108,387 for 1 part-time Maintenance Supervisor, 2 FTE Maintenance Staff
TOTAL	9.7	1 staff per 11.34 residents

#### Management Fees:

The Sponsor proposes to collect \$74 per unit per month in property management fees, and will escalate at 3.5% annually. This is below HUD's maximum limit for property management fee of \$78 PUPM.

#### Asset Management Fee:

The Sponsor proposes an above the line General Partner Asset Management fee of \$19,752, and will escalate at 3.5%, per MOHCD policy.

<u>Salaries and Benefits</u>: Salaries and benefits are budgeted at \$353,418 or \$3,213 per unit per year, and covers the salary and benefits of the 24-hour Desk Clerk, Property Manager and Assistant Manager. The position of the 24-hour Desk Clerk is present for security reasons: screening entrants and incidence response and reporting related to the LOSP tenants. But for the LOSP tenants, TNDC would not need front desk staffing. For this reason, MOHCD staff agreed to the allocation of 95% of Desk Clerk costs to LOSP.

MOHCD staff also agreed with the 70-30% split for Property Management and related administrative costs. In 2013, TNDC documented an evaluation of incident reports from November 2008 to November 2012 and found that 75% of incident reports could be attributed to LOSP tenants. Some of the common incidents included guest violations, acting out and property damage. These incidents would often lead to eviction proceedings and move-outs if the violations were not addressed. TNDC concluded that from 2010-2012, eight of nine eviction actions were against LOSP tenants and eight of twelve move-outs have been LOSP tenants. Although vacancy loss is covered by LOSP, turnover will drive maintenance costs and consume manager time.

Administration: Administration line items are budgeted at \$85,056, or \$773 per unit per year, and cover typical functions such as legal, office supplies and equipment, bookkeeping and accounting, computers and telephones. Legal Expenses and Bad Debts are allocated directly to LOSP units. For projection purposes, the operating budget forecasts these expenses as being split pro-rata.

<u>Utilities</u>: Utilities (gas, water/sewer, common electric) are budgeted at \$195,504, or \$1,777 per unit per year and are based on 2016 actuals. As the building is individually metered for electricity, electricity costs are allocated directly to LOSP and non-LOSP units respectively.

<u>Taxes</u>: Taxes are budgeted at \$42,979, or \$391 per unit per year. Real Estate taxes assume 100% of units receive welfare exemption. Payroll taxes are based on blended rate of all salary allocations, and various miscellaneous fees.

\*For Commercial Real Estate Taxes - see Commercial Expenses below.

<u>Insurance</u>: Insurance is budgeted at \$77,349, or \$703 per unit per year, for property and liability and worker's compensation insurance.

Maintenance and Repair: Maintenance and repair costs in Year One are budgeted at \$287,658, or \$2,615 per unit per year. This line item includes payroll for one full-time janitorial staff, 0.5 FTE maintenance supervisor and 2.0 maintenance staff; contracts for a janitorial contract, supplies, grounds contract, exterminating, fire alarm and elevator; garbage and trash removal. Overall, projected expenses in this category are reasonable. Notably, the cost of janitorial and maintenance contracts accounts for nearly 75% of all maintenance and repair costs. TNDC has documented the maintenance needs are higher for the homeless units and requested a 75%-25% split for these costs. Under the previous alternate split scenario, 64% of these costs were allocated to LOSP units. MOHCD staff recommends increasing the allocation slightly to 70% to better reflect the real costs associated with managing the LOSP units.

<u>Supportive Services</u>: Supportive services is budgeted at \$81,757 in Year One and covers TNDC's service coordination provided under the contract with Lutheran Social Services

(LSS) through the Department of Homelessness and Supportive Housing (HSH). LSS has the capacity to provide group and community building activities where all 110 residents at the site are encouraged to participate. However, the focus of the contract is to provide intensive case management services to the site's 50 DAH residents. Because the services are targeted primarily to the LOSP tenants, MOHCD agreed with TNDC's proposed 95%-5% split for supportive services. HSH provides an annual supportive services contract of approximately \$231k.

Replacement Reserve Deposits: Replacement reserve deposits are shown at \$418 per unit per year. This annual deposit amount is slightly higher than MOHCD's underwriting standard of \$350 PUPA for SRO projects with more than 100 units and is the amount recommended by the most current CNA. TNDC prepares the report in-house. The CNA, or Remaining Useful Life Analysis, was last updated in October 2013 and includes a 20-year capital improvement reserves analysis. In 2013, the report identified a total of \$553,477 in capital improvement costs through 2032, including exterior repairs, upgrades to the building's security system, plumbing upgrades and elevator improvements. Current projections now show the Project has over \$1M in capital needs in the next 15 years.

The Project will have sufficient replacement reserves to cover capital improvement costs through Year 12 (2028) when the fund balance starts going negative. The shortfall in reserves averages about \$115k in Years 12 through 20, and in year 16 the shortfall is the highest at \$223K. TNDC will need to plan for refinancing around the time the tax credit compliance period ends in 2023, to address future capital needs.

Operating Reserve Deposits: The project has a capitalized operating reserve account, with a 2017 beginning balance of \$295,108. The operating reserve balance satisfies MOHCD's required annual balance. The Project will continue to make deposits required to maintain the minimum required balance of 25% through Year 20.

<u>Debt Service</u>: The Project financing includes only soft debt and consists of the City's residual receipts loan, a CalHFA-MHSA capital loan and a Mechanics Bank AHP loan. The CalHFA-MHSA loan is a 0% residual receipts loan on which TNDC makes a minimum payment of \$4200 annually. The Mechanics Bank AHP loan is a 0% deferred loan. The City's loan is a 3.5% residual receipts loan where the Project is required to make payments of 2/3 of residual receipts after expenses and debt service. The proforma shows the Project can support payments on MOHCD's loan until Year 6 (2022).

<u>Partnership Management</u>: The Project is collecting annual Partnership Management fees which is paid out according to the CalHFA schedule and terminates in 2023, at the end of the tax credit compliance period.

<u>Commercial Expenses</u>: Taxes and Fees for the commercial component of the Project is budgeted at \$17,000. Other commercial expenses include \$4,649 for third party commercial management fee. Commercial real estate taxes are projected to increase by 1.2%. The third party commercial management fee remains at \$4,649 through Year 20 and is projected to increase 3.5% annually.

#### 3.3. 20-Year Cash Flow

The attached 20-Year Cash Flow Projection shows the estimated amount of annual LOSP subsidy that will be needed for the new grant period. The projection was made using

MOHCD's standard underwriting guidelines, with certain adjustments made based on prior trends.

- Tenant rental income trends at 2% per year for both LOSP and non-LOSP tenants. The cost of living increase for SSI is historically low at 1.5%. TNDC proposed a .5% boost from non-LOSP turnover which is about 2 households per year. At turnover, the rents are increased to maximum rent limit allowed.
- Operating expenses trend at 3.5% per year, per MOHCD Underwriting Guidelines, with the exception of:
  - Health Insurance and Employee Benefits are budgeted to increase by 7% annually: This is consistent with historical trends. For instance, in the last three years employee benefits, including health and disability insurance, increased by an average of 8% per year.
  - Water is projected to increase by 5% per year. This is consistent with historical trends. In the last four years, water increased by 4.5%.
  - Real Estate Taxes are projected to increase by 1.9% per year (1.2% for commercial real estate taxes).

With the above assumptions, the proforma shows that the non-LOSP component of the Project will run a deficit by Year 7 (2023) of the LOSP contract. By this time, the Project will have been operating for 15 years. While expenses will have been steadily increasing at a rate of 3.5% per year, the Project will only have seen modest growth in income of about 1.5-2%. As expenses continue to increase at a rate that is higher than the increase in rental income, the gap between income and expenses will continue to grow. With the tax credit compliance period ending in Year 7, or 2023, the Project will have an opportunity to refinance or re-syndicate tax credits to raise additional funds to address its major capital needs and operating deficits. Restructuring of the Project's financing will be necessary if the Project is to remain viable in later years.

#### 4. SUPPORT SERVICES EVALUATION

Support services at 990 Polk are provided through a contract between Lutheran Social Services and DAH, the Adult Housing Programs section of HSH. LSS provides on-site services to the 50 LOSP households in the building. This includes the 10 units specifically earmarked for clients through MHSA who have serious mental illness.

LSS provides a variety of services, including educational classes, health and wellness programs, organized tenant activities, and case management and benefits assistance for the 50 households referred from the DAH Program. LSS also has the capacity to provide community building activities to all residents in the building and invite non-LOSP tenants to participate in organized group activities. However, the focus of the contract is to provide intensive case management services to the Project's 50 DAH residents.

The contract with LSS is currently in year 1 of a 5 year contract expiring June 30, 2021. The current level of funding is \$231,333 per contract year. Funding provides for 2.5 FTE's and supports intensive case management, such as benefits, program supplies, client assistance and staff training. Case Management has been an integral and effective tool to keep tenants stably housed. DAH tenants tend to be on the more medically/psychiatrically complex side and are also often frail due to age and often neglected medical care prior to being housed. The model of active engagement with these tenants has proven to enhance quality of life and ensures that tenants can avail themselves of primary care and other needed services like Homebridge or IHSS.

Loan Committee Date: March 3 2017

Page 12 of 18

The Project is monitored annually by DHSS and has consistently scored well throughout the years. Support Services and Property Management are working closely together to address any issues that would negatively impact housing retention.

#### 5. CONCLUSION

Compared to the other LOSP projects in MOHCD's portfolio, the operating expenses at 990 Polk is well within the average, suggesting that the Project is well-run and efficient. However, given the higher percentage of homeless units at the site, the Project requires a larger per unit LOSP subsidy to offset the demands on maintenance of the units and management of the homeless clientele.

On the non-LOSP side, the Project serves low income senior households at 50% AMI but historically has targeted households at deeper affordability; TNDC also has not charged the maximum rent allowable for these units. Unlike some of the other LOSP projects whose non-LOSP units receive extra support via additional rental subsidies, 990 Polk relies mainly on tenant paid rental income and LOSP subsidy to support operations. Because most seniors live on fixed incomes, like SSI, the Project has seen only a modest growth in rental income, and this trend will continue in the future as cost of living increases for SSI has also been limited. The Project brings in commercial income that has helped to offset some of the operating costs. However, even with the additional income from commercial rents, the non-LOSP component of the Project will have a deficit beginning in Year 7 (2023). Refinancing will be necessary if the Project is to remain viable in future years.

In 2023, when the tax credit compliance period comes to an end, 990 Polk will have the opportunity to restructure its financing, which may include a re-syndication of low income housing tax credits. In the meantime, the Project will need the LOSP subsidy to support the homeless component at 990 Polk.

If the proposed new 15-year, 6-month LOSP contract is approved, the remainder of the \$561,852 LOSP subsidy requested for calendar year 2017, in the amount of \$280,926, is anticipated to be disbursed in July 2017. All disbursements moving forward would be on a calendar year basis beginning in 2018. The new LOSP contract will begin July 1, 2017, and end December 31, 2031 for a 15-year, 6-month period.

#### 6. RECOMMENDED CONDITIONS

As a condition of financing, MOHCD requires the following:

- TNDC will continue to maximize rents for non-LOSP tenants. Upon vacancy, TNDC will rent the units to income-eligible tenants at the maximum rents allowed (50% AMI rent) and will implement a minimum income limit of 50% AMI as an eligibility requirement.
- TNDC will make best efforts to raise commercial rents at turnover or at the lease renewal date for existing tenants.
- In Year 5 of the LOSP contract, or 2021, TNDC will consult with MOHCD on their plan to restructure project financing, which may include re-syndication of low income housing tax credits, to address the anticipated shortfalls in the operating budget and replacement reserve fund, beginning in Year 8 (2024) and Year 12 (2029).

#### 7. LOAN COMMITTEE MODIFICATIONS

Loan Committee Date: March 3, 2017 Page 14 of 18

# LOAN COMMITTEE RECOMMENDATION

A. LOSP Program Description
B. 1<sup>st</sup> Year Operating Budget
C. 20-year Operating Pro Forma

D. LOSP Funding Schedule A

Attachments:

Approval indicates approval with modifications, when s	so determi	ned by the Committee.
[ APPROVE. [ ] DISAPPROVE.	[ ]	TAKE NO ACTION.
Ol Dec	ng digital dig	Date: 3/3/17
Olson Lee, Director		
Mayor's Office of Housing		
APPROVE. [ ] DISAPPROVE.	[ ]	TAKE NO ACTION.
Kerry Abbott, Deputy Director for Programs Department of Homelessness and Supportive Housing		Date: 3-3-17
[ ] DISAPPROVE.	[ ]	TAKE NO ACTION.
Nadia Sesay, Interim Director Office of Community Investment and Infrastructure		Date: 3/3/17

### Attachment A: LOSP Program Description

Loan Committee Date: March 3, 2017

Page 15 of 18

As part of the City and County of San Francisco's effort to address the needs of the growing homeless population, the City has prioritized the development of non-profit owned and operated permanent supportive housing for formerly homeless individuals and families. While capital financing can be leveraged for this population, stakeholders realized these units cannot be feasibly operated at the scale needed if they rely solely on scarce federal or state operating subsidies.

In June 2004, the City launched its *Ten Year Plan to Abolish Chronic Homelessness* (the 2004 10-Year Plan), a multifaceted approach that included a locally funded operating subsidy as a key element and established the Local Operating Subsidy Program (LOSP) in 2006 to support the creation of permanent supportive housing at a large scale. The operating subsidy leverages capital financing by integrating homeless units into Low Income Housing Tax Credit projects without burdening them with operating deficits. LOSP was created by the Mayor's Office of Housing and Community Development (MOHCD) in partnership with the Department of Public Health (DPH) and the Human Services Agency (HSA).

On July 1, 2016, the City's diverse programs addressing homelessness were brought under the new Department of Homelessness and Supportive Housing (HSH), which combines key homeless-serving programs and contracts previously located across several City departments. The new department consolidates the functions of DPH Direct Access to Housing (DAH) and HSA Housing & Homeless programs. San Francisco is developing a Coordinated Entry System (CES) for all homeless populations to best match households to the appropriate intervention and ensure those with the highest needs are prioritized.

Through 15-year grant agreements with MOHCD, which are subject to annual appropriations by the Board of Supervisors, LOSP pays the difference between the cost of operating housing for homeless persons and all other sources of operating revenue for a given project, such as tenant rental payments, commercial space lease payments, or other operating subsidies. HSH refers homeless applicants to the housing units as well as provides services funding to the projects under a separate contract.

This request is a contract renewal of the initial 9-year LOSP grant agreement for 990 Polk Senior Apartments. As discussed in the Loan Evaluation, MOHCD and HSH have evaluated the Project's performance during the initial contract period and have determined that the property has been well run, and that services provided address the needs of the tenants. Accordingly, MOHCD staff is recommending a renewal of the LOSP grant agreement for a 15-year 6- month period, beginning in July 2017 through December 2032.

Contract periods for LOSP contract renewals will transition from a fiscal year basis to a calendar year basis. The remainder of the \$561,852 LOSP subsidy requested for calendar year 2017, in the amount of \$280,926, is anticipated to be disbursed in June 2017, and all disbursements moving forward would be on a calendar year basis beginning in 2018.

Loan Committee Date: March 3, 2017 Page 16 of 18

# Attachment B: 1st Year Operating Budget

#### MORCD Proforms - Year 1 Operating Budget

Application Date: 11/1/2016 Total # Units: 110 [ First Year of Operations (provide data assuming that	50	ED ED	·	Project Name: 990 Polk Senior Apartments Project Address: 990 Polk Street Tenderion Nelghborhood Development
Year 1 is a full year, i.e. 12 months of operations): 2017	105Phan-L0 45%	SP Allocation 55%		Project Sponsor: Corporation
SNCOME [Residential - Tenant Rents	LOSP 269,540	non-LOSP 453,851	Total 723,491	Comments Links from Existing Proj - Rent Info' Worksheet LOSP Inort-LOSP
Flepicaniai - Tanari Assubunja Pejmeras (Mon-LDSP) Restjaniai - LOSP Terani Assubace Payments Commercial Space	561,852	. 0		Links from Existing Proj - Rent Info Worksheet
Residential Parking  Miscelaneous Rent Income Supportine Services Income	0	4,000	4,000	Leks from Commercial Op Budget Worksheet Links from Utdees & Other Income Worksheet Links from Utdees & Other Income Worksheet 0,005 160 to
Supporting Services Income Interest Income - Project Operations Launsky and Vanding	0 0 2,790	0 3,410	ō	Links from Utildes & Other Income Worksheet Links from Utildes & Other Income Worksheet Links from Utildes & Other Income Worksheet LOSP   non-LOSE
Tringing Charges	0	8,030	8,030 0	Links from Utilities & Other Income* Worksheet 0.002 100.00 Links from Utilities & Other Income* Worksheet
Miscellaneous Residental Income Other Commercial Income Wangternal from Capitalters Reserve (demost) to operating account) Group Potential Income	0 834,212	409,291	15,300	Links from 'Commercial Op Budget Worksheet BDBP hon-LOSP a 0000 100,000
Vacancy Loss - Residential - Tenant Renta Vacancy Loss - Residential - Terant Assistance Payments	(4,451)	(5,440) 0	(9,891)	Vacancy loss is 1,4% of Tenant Rents.
EFFECTIVE GROSS INCOME	629,831	463,951	1,370,609	Links from Commercial Op. Budger Worksheet PUPA: 12,460
OPERATING EXPENSES Management Blandowent Fee	67,452	28,908	96,360	
Asset Menagement Fee Sub-total Management Expenses	8,888 76,340	10,854	19,752	PUPA: 1,056
Salaries/Benefits				15%, 5158,620 of this time to Deak Clerk. In this building, Studio, with non- lusp tenants at 50% AMI, we would not have Clerks at 38 without a high
Office Salerier	157,632	8,296	165,928	Loss has more leaving, legal and incadents. These measures are a proxy
Maneger's Balary Hearh Institution and Other Benafits Congr Balanca Benafits	72,351 58,892	31,008 25,239	103,359 64,131	Indicator of other time consuming interactions 70,00% 30 cm Blended rate of all Salary atocabons 70,00% 30 cm
Othel Balance Genetics Administrative Rend Free Und Sub-total Salaries/Benetite Sub-total Salaries/Benetite	218,875	0 0	353,418	PUPA: 3,213
Administration Advertising and Marketing	745	911	1,655	
Office Expenses Office Rent	3,544	4,332 0	7,675	Oto supply, old equip, equip lease, posture, printing LOSP mon-LOSS
Legal Experise - Property Auda Experise	4,604 5,550	5,504 8,017	10,008 14,577	1500% 5100 LOSP Inst-LOSI
Books engling Arc counting Services Bard Dekts	9,207 1,170	11,253 1,430	20,450 2,500	45.00X 55.00
Miscellaneous	17,441	21.316	36,757	tech support, computers, profiles, telephone, subscriptions, recrustment, training, staff bottled water, tearls charges, misc admin, payrod and fee
Sub-total Administration Expenses Utilities	43,170	21,316 52,764	95,934	PUPA: 872 LOSP non-LOS
		50,091		
Electricity Water Gas	40,984 39,798 7,195	50,091 48,642 8,794	91,075 88,440 15,989	8/1/15 to 7/31/16 actuato are SBTk 45.00% 55.00 9/1/15 to 8/31/16 actuato are SB4k
Sewal Sub-total Utalities	87,977	107,527	185,604	PUPA: 1,777
Tages and Licenses  Read Estate Taxos	1,800	2,200	4,000	103F mon-LOS
Payeral Taxes  Miscellaneous Taxes, Licenses and Permits	25,885 900	11,094 1,100 14,394	36,979 2,000	Blended rate of all Salary afocations 70 00% 30 to
Sub-total Taxes and Licenses Insurance	28,585		42,078	PUPA: 391
Property and Liability insurance Fixelity Bond Insurance Wolfer's Compensation	20,682	25,278 0 9,417	45,960 0 31,389	Rianded rate of all Salary affocations 70 60%; 30%
Director's & Officers' Liabiley insurance Sub-total insurance	42,654	34,695	77,349	PUPA: 703
Maintenance & Repair	Γ			With Cosp to be allocating that 25% in addition to 45% top unit profession.
Paytol Supples Contracts	103,315 8,775 42,950	44,278 10,728	147,593 19,500 61,400	77.00% 320 45.00% 55.0 77.00% 320
Garbage and Trash Removal	13,412	18,420 16,393	29,805	high tellation history LDEP near LOS
Security Payrob/Contract HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs	1,648 184	2.015 224	3,663 408	
Value and Manifestatic Booking Operation and Volume	130	465		
Miscellaneous Operating and Maintenance Expenses	8,577 178,691	10,483	19,000	
Sub-lotal Maintenance & Repair Expenses	1/0,001	102,538	261,429	PUPA: 2,559 2039 inm403
Supportive Services Commercial Expenses	77,669	4,089	81,757 21,549	Links from Commercial Op. Budget Worksheet
RENT/BONO FEES	\$24,162	420,320	1,268,131	PUPA: 11,510
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent			1 0	
Bond Monkering Fee				
Relatement Reserve Deposit Operation Reserve Deposit	20,700 7,954	25,300	46,000	LOSP Inne-LOS
Operating Reserve Deposit Other Required Reserve 1 Deposit	7,954		46,000 17,675	2,02P Non-1,03
Opening Reserve Deposit Open Reserve Desposit Open Received Reserve 2 Deposit Received Reserve 2 Deposit Received Reserve Deposits, Commercial Sub-total Reserves/Ground Lesse Base Rent/Band Feet	7,954 0 0 28,854	25,30 <u>0</u> 9,721 0 0 0	46,000 17,575 0 0 0 65,675	Land from Commercial Cy Budget Workshoot  Applica 579  Analysis for Disk YF1: JDMM
Operiting Reserve Deposed Operiting Reserve Deposed Operiting Reserve Deposed Operiting Reserve Deposed Respired Reserve Deposed Sub-total Reserve Operation Commercial Sub-total Reserve Operation Commercial TOTAL OPERATING EXPENSES WI RESERVES/OL BASE	7,954 0 0 0 28,654 852,816	25,300 9,721 0 0 0 '36,021 455,341	45,000 17,675 0 0 0 63,675 1,329,908	Laris form "Commerced Op Tis Spit Wurkshart  Analysis for Tis
Descript Reserve Dynami Donal Conference of Dynami Descript Reserve Reserve Conference of Dynami Conference of Descript Reserve Reserve Conference of Descript Reserve Descript	7,954 0 0 0 28,654 852,816	25,300 9,721 0 0 -36,021 455,341 ); 8,510	46,000 17,675 0 0 0 0,5,675 1,328,408 40,193	Listed from Commercial Cyp Bis Spot Windshiest  Listed from Commercial Cyp Bis Spot Windshiest  PUPAL 279  Analysis for Elicity 11:  Mortpage Jillet  Mortpage Jillet  PUPAL 271  Apportable 1st Mortpage Analysis  Company Analysis (Cappage Analysis
Opening Research Double  Opening Research Studies  Opening Research St	7,954 0 0 0 28,855 852,818 ( [22,888	25,300 9,721 0 0 36,021 455,341 ): 8,510 0 0	48,000 17,675 0 0 0 0 0 63,675 1,328,908 40,803	Last form "Commercial Op St. Spet Wurkshatz.  APJA-12 St. Spet St.
Specials (Research Doped  Could Hobbert School Countries)  Sub-both Exercise Countries  Sub-both Exercise Countries  Sub-both Exercise Countries  Sub-both Exercise Countries  FOTAL OPERATING DOPENESS of RESERVES/OL BASE  NET OPERATING EXCOSE (PROVIDE Indus OP DIPPINESS)  DEPT AGAING FINE OF SECTION OF SUB-BOTH EXERCISE  BEFORE TO THE SECTION OF SUB-BOTH EXERCISE COUNTRIES  BEFORE TO THE SECTION OF SUB-BOTH EXERCISE COUNTRI	7,954 0 0 0 28,654 852,816	25,300 9,721 0 0 36,021 455,341 ): 8,510 0 0	48,000 17,575 0 0 0 63,675 1,329,908 40,803	Last from "Commercial Op. Nr. Spet Wurdshites."  PUPA: 12 Feb.  PUPA: 12 Feb.  Anabise to Filip Nrt: JONNE  PUPA: 12 Feb.  Application of String Purpa  Anabise to Recognition of String Pupa  PUPA: 12 Feb.  Deportable to Mergap Anti- Purpa String Pupa  CASE/A MURICAL COMMERCIAL COMMERCI
Opening Research Double  Opening Research States (1998)  Openi	7,954 0 0 28,854 852,818 (22,865 1,850 6 1,850 6 24,878	25.300 9,721 0 0 36,021 456,341 1,2,310 0 0 1,2,310 0 0 0 0 0 0 0 0 0 0 0 0 0	45,000 17,675 0 0 0 53,675 1,328,808 40,803 1 4,200 1 0 0 4,200 36,603 55,278	Lass for "Commerced Op Bu-Spet Wurkshaet  Analysis for Sincer  Analysis
Specialist (Research Doped)  Could Hobbing March 10 Depth (Research Branch Chapter)  Research Branch Chapter 10 Depth (Research Branch Chapter)  Sub-that Branch Chapter 10 Depth (Research Branch Chapter)  TOTAL OPERATING DOPERSES WESSERVESCOL PASSE  RET OPERATING SCORES (PICCOLE INNu OP EXPENSES)  DEPTH ASSINCE, THE OPERATING SCORES (PICCOLE INNu OP EXPENSES)  DEPTH ASSINCE, THE OPERATING SCORES (PICCOLE INNu OP EXPENSES)  DEPTH ASSINCE, THE OPERATING SCORES IN OPERATING SCORES (PICCOLE INNU INNU INNU INNU INNU INNU INNU INN	7,954 0 0 28,854 852,818 (22,865 1,850 6 1,850 6 24,878	25.300 9,721 0 0 36,021 455,341 1,2310 0 0 2,310 0,310	45,000 17,675 0 0 0 1,329,498 40,103 4,200 4,200 4,200 55,278 55,27	Lates from Commercial Op. Bedget Weeksheet.  POPPAS 79  Analysis with Deck.  Analysis with Deck.  Analysis with Deck.  POPPAS 79  Analysis with Deck.  Term (Yassi)  PopPAS 271  Analysis with Deck.  CASSFA HOTES.  PopPAS 281
Control Travers Change  Control Travers Control  C	7,954 7,954 0 0 0 0 124,984 0 124,984 0 124,984 0 1,85	25,300 9,721 9,721 136,021 456,341 1 0 1 2,310 1 2,310 1 2,310 1 2,310 1 30,403 1 30,403 1 30,403	4,000 4,000 0,400	Lates from Commercial Op. Bedget Weeksheet.  POPPAS 29  Assisted to Deck.  Assisted to Deck.  POPPAS 29  Assisted to Deck.  Term (Yassis)  PopPAS 271  Assisted to Deck.  PopPAS 271  Assisted to Deck.  Assisted to Deck.  Term (Yassis)  PopPAS 271  Assisted to Deck.  Term (Yassis)  Assisted to Deck.  Term (Yassis)  PopPAS 271  Assisted to Deck.  Term (Yassis)  Assisted to Deck.
Special Service Double  Special Service Double  Special Service Developed  Special Service Developed  Special Service Double  Special Service  Sp	7,954 7,954 9 21,854 952,818 (124,854 0 2 1,855 0 2 1,855 0 (24,876 (2	25.300 9,721 9,721 455,341 455,341 0 2,310 0 0 2,310 0 0 0 0 0 0 0 0 0 0 0 0 0	4,000 4,000 0,400	Lates from Commercial Op. Bedget Weeksheet.  POPPAS 29  Assisted to Deck.  Assisted to Deck.  POPPAS 29  Assisted to Deck.  Term (Yassis)  PopPAS 271  Assisted to Deck.  PopPAS 271  Assisted to Deck.  Assisted to Deck.  Term (Yassis)  PopPAS 271  Assisted to Deck.  Term (Yassis)  Assisted to Deck.  Term (Yassis)  PopPAS 271  Assisted to Deck.  Term (Yassis)  Assisted to Deck.
Species (Research Double  Species (Research	7,954 7,954 852,818 852,818 (22,988 1,850 2 1,850 (24,973 (24,973	25,300 9,721 9,721 9,721 10,021 455,241 455,241 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 4.0000 17,875 1,328,400 40,800 10,8	Units from Commercial Op Indoget Workshoot  PUPPLOS 15.00  Analysis for District  Analysis of District  FORMAT 15.00  Analysis of District  FORMAT 15.00  PUPPLOS 15.00  Pu
Doubling Hawara Dassel  Open Control of the Control	7,954 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	25,300 9,721 9,721 9,721 455,241 455,241 10,000	0 4.0000 17.675 1.7875	1,000   1,00
Special in Research Double  Special in Research Research Countries  Special in Research Research Countries  Special Research Research Countries  Special Research Research Countries  Special Research Research Countries  Special	7,954 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	25,300 9,721 9,721 9,721 455,341 455,341 10,000	0 4.0000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Data from Commercial Op Bridget Wurkshatz  FIFTAL ST  Analysis of Silo Styl: JONG  Bridge Styling Fire  Analysis of Silo Styl: JONG  Bridge Styling  Analysis of Silo Styl: JONG  Bridge Styling  Analysis of Silo Styl: JONG  Bridge Styling
Special Service Double  Special Service Double  Special Service Servic	7,954 0 0 10 10 10 10 10 10 10 10 10 10 10 10	25,300 9,721 9,721 455,341 455,341 0 0 0 0 0 0 0 0 0 0 0 0 0	0 4.00000000000000000000000000000000000	Data from Commercial Op Bridget Wurkshatz  FIFTAL ST  Analysis of Silo Styl: JONG  Bridge Styling Fire  Analysis of Silo Styl: JONG  Bridge Styling  Analysis of Silo Styl: JONG  Bridge Styling  Analysis of Silo Styl: JONG  Bridge Styling
Specialist, Research Doubal  Specialist, Research Doubal  Specialist, Speciali	7,954 0 0 10 10 10 10 10 10 10 10 10 10 10 10	25,300 9,721 9,721 455,341 455,341 0 0 0 0 0 0 0 0 0 0 0 0 0	0 4 4,000 4 4,000 4 4,000 4 4,000 4 4,000 4 4,000 4 4,000 4 4,000 3 4,000 3 4,000 3 5,276 3 5,276 3 4,000 3 4,	Lates from Commercial Op. Bedget Weeksheet.  POPPAS 29  Analysis with Deck.  POPPAS 297  POPPAS
Control Research Design  Good Transport Research Design  Good Research Great Value (1994)  GOOD RESEARCH CONTROL RESEARCH VALUE (1994)  GOOD RESEARCH CONTROL RESEARCH VALUE (1994)  GOOD RESEARCH VALUE (1994)  FOR ALL PROJECT (1994)  F	7,954 0 0 10 10 10 10 10 10 10 10 10 10 10 10	25,300 9,721 9,721 455,341 455,341 0 0 0 0 0 0 0 0 0 0 0 0 0	4.000	Data from Commercial Op Bridget Wurkshatz  PSPR 15 Bit DSCR  Analysis of Discrete Bridge print B
Control Research Design  Good Transport Research Design  Good Research Great Value (1994)  GOOD RESEARCH CONTROL RESEARCH VALUE (1994)  GOOD RESEARCH CONTROL RESEARCH VALUE (1994)  GOOD RESEARCH VALUE (1994)  FOR ALL PROJECT (1994)  F	7,954 0 0 10 10 10 10 10 10 10 10 10 10 10 10	25,300 9,721 9,721 455,341 455,341 0 0 0 0 0 0 0 0 0 0 0 0 0	4.5000 11,575 1,7575 1,	Data from Commercial Op Bedged Wurkshate  Polification  Analysis of Scilo Wirth South  Analysis of Scilo Wirth South  Analysis of Scilo Wirth  Polification  Polification  Analysis of Scilo Wirth  Analysis of Scilo
Specialist, Research Doubal  Specialist, Research Explored  Regular Barrier Street, V. (1995)  DET GENTAGE (1996)  TOTAL HARD DEET SERVICE)  CASH ROW (1907)  ROW BERNINGE (1996)  DET GENTAGE (1996)  TOTAL HARD DEET SERVICE)  LUSTS THAT PROCEDED 46/1900 DEET SERVICE (1996)  DES THA	7,954 0 0 10 10 10 10 10 10 10 10 10 10 10 10	25,300 9,721 9,721 455,341 455,341 0 0 0 0 0 0 0 0 0 0 0 0 0	4.000000000000000000000000000000000000	Data from Commercial Op Bedged Wurkshate  Polification  Analysis of Scilo Wirth South  Analysis of Scilo Wirth South  Analysis of Scilo Wirth  Polification  Polification  Analysis of Scilo Wirth  Analysis of Scilo
Species (Research Double)  Species (Research Expense)  DET SPECIES (Research Expense)  TOTAL HARD DEBY SERVICE)  CASH ROW (NOT Invites DETT SERVICE)  LUEST THAT PRECEDED (RESEARCH EXPENSE)  LU	7.954 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	15.000 1 10.	6 45,000 11,070	Lists from Commercial Op Indiget Worksheet  POPPAS 128 In ISSN  Assistant Excitor Tit: 200/00  PopPAS 1268 Tom (Year)  Septimized to the foreign American Septimized Tom (Year)  Final Commercial Op Indiget Wirelined  Purpose Septimized Tom (Year)  Provide Septimized Commercial India  Final Commercial Op Indiget Wirelined  Purpose Septimized Commercial India  Final Commercial Op Indiget Wirelined  Purpose Septimized Commercial India  Final Commercial Op Indiget Wirelined  Purpose Septimized Commercial India  Final Commercial Op Indiget Virelined  Purpose Septimized Commercial India  Final Commercial Op India  Fi
Control Research Design  Grade Research Status & Logost  Grade Status  Grade Status & Logost  Grade Status  Grade Status	7.954 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	25,300 9,721 9,721 455,341 455,341 0 0 0 0 0 0 0 0 0 0 0 0 0	6 45,000 11,070	Data from Commercial Op Bedged Wurkshate  Polification  Analysis of Scilo Wirth South  Analysis of Scilo Wirth South  Analysis of Scilo Wirth  Polification  Polification  Analysis of Scilo Wirth  Analysis of Scilo
Specialist, Research Double  Specialist, Research Double  Specialist, Research Double  Specialist, Spe	7.954 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	15.000 1 10.	6 45,000 11,070	Units from Commercial Op Indoget Workshoot  POPPAS 150-10  Analysis from DOCK  POPPAS 150-10  Analysis from DOCK  POPPAS 150-10  Analysis from DOCK  POPPAS 150-10  Analysis from Commercial Op Indoget Workshoot  Poppas antitural commercial Rest, 4 cecked  Analysis postboard commercial Rest, 4 cecked  Analysis
Specialist Research Double  Specialist Research Research Special  Specialist Research Research Research Specialist Research  Specialist Research Research Research Special or other small  Foreign Specialist Research Research Specialist Research  FORD AL Problem Lead Control Degrada UTS predict or other small  Specialist Research Lancer Problem Page and UTS predict or other small  Specialist Research Lancer Problem Page and UTS predict or other small  Specialist Research Lancer Problem Page and UTS predict or other small  Specialist Research Lancer Research  FORD HAND RESEARCH  CAMP ROW (NOT misson DETS SERVICE)  CAMP ROW (NOT MISSON DESEARCH  FORD RESEARCH  FOR MISSON SERVICE)  FOR MISSON SERVICE  FOR	7,555 7,555 72,555 622,515 622	15.000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	6 45,000 177,0	Lists from Commercial Op Indiget Worksheet  POPPAS 12 SA DESCRIPTION OF THE POPPAS SA DESCRIPTION OF TH
Specialist Research Double  Specialist Research Research Special  Specialist Research Research Research Specialist Research  Specialist Research Research Research Special or other small  Foreign Specialist Research Research Specialist Research  FORD AL Problem Lead Control Degrada UTS predict or other small  Specialist Research Lancer Problem Page and UTS predict or other small  Specialist Research Lancer Problem Page and UTS predict or other small  Specialist Research Lancer Problem Page and UTS predict or other small  Specialist Research Lancer Research  FORD HAND RESEARCH  CAMP ROW (NOT misson DETS SERVICE)  CAMP ROW (NOT MISSON DESEARCH  FORD RESEARCH  FOR MISSON SERVICE)  FOR MISSON SERVICE  FOR	7.954 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	15.000 1 10.	6 45,000 177,0	Units from Commercial Op Indigot Workshoot  PUPPLATE 15.089  Analysis from DOWN Analysis from DOWN Analysis from DOWN Analysis from DOWN PUPPLATE 15.089  PupPl
Special Review Decade  Open Record Relation 2 Capital  Global Record Relation 2 Capital  For Forman Relation Relation 2 Capital  Forman Relation 2 C	7,555 7,555 72,555 622,515 622	15.000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	6 45,000 177,0	Units from Commercial Op Indigot Workshoot  PUPPLATE 15.089  Analysis from DOWN Analysis from DOWN Analysis from DOWN Analysis from DOWN PUPPLATE 15.089  PupPl
Special Register Street  Open Honored Research School  Geografic Register Street  Open Honored Research School  DIST SCHOOL  CASH FLOW (HOIN INNO DEST SCHOOL)  CONTROLL INNO DEST SCHOOL  CASH FLOW (HOIN INNO DEST SCHOOL)  CONTROLL INNO DEST SCHOOL  AVAILABLE CASH FLOW  VANIABLE CASH FLOW  VANIBBLE	7.65-6-7.55-6-7.65-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.	15.000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	6 45,000 177,0	Lists from Commercial Op Budget Workshalt  Filipital St Ban 19576.  Analysis to 100 1971. Analysis to 100 1971. Analysis to 100 1971. PUPPAR 1,2489  Analysis to 100 1971. Analysis to 100 1971. PUPPAR 1,2489  Analysis to 100 1971. PUP
Special Prince Service Control of the Control of th	7.65-6-7.55-6-7.65-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.05-6-7.	15.000 1 15.	6 45,000 177,0	Lines Iron Commercial Op Budget Worksheet  #PUPAL 72 IS IN DISCH.  Analise Iron Commercial Op Budget Worksheet  #PUPAL 72 IS IN DISCH.  Analise Iron Commercial Op Budget Worksheet  FORMAT 12 IS IN DISCH.  PUPAL 72 IS IN DISCH.  Analise Iron City III III III III III III III III III I

Loan Committee Date: March 3, 2017 Page 17 of 18

# Attachment C: 20-year Operating Proforma

990 Polk Senior Apartments	LOSP non-LOSP Units							
Total # Units:	LOSF non-LOSEF these Units 50 60 41,00% 51,00%	Year 1 2017	Year 2 2018	2019 Year 3	Year 4 2020	Year 5 Year 6 2021 2072	Year 7 Year 8 2023 2024	
INCOME	% annual % armual Comments (ac LOSP Increase Indialed is armual inc enterprises)	LOSP mon-LOSP T	Total LOSP LOSP Total	LOSP LOSP Tetal	LOSP pon-LOSP Total LOSP			
NCOM2	EA totals Remain use estudies of the manual persons of the manual full part is soon from combined between which is the Early part year. Alternative with it is the Early per year. Alternative with it is the Early per year.	EUSP MONEUSP 1	ISM EUSP EUSP 1881	LUSP LUSP TEUR	LUAP MOREUSE TOWN LOAD	HOPEUSP INII EUSP INIECUSP INI	LUST MUREUST IN LUST INSECUST	
Residential - Tecani Rents 512			723.401 269.640 463.979 737.568				1728 201640 511.110 780.730 209,640 f21,332	
Resident N - LOSP Ten fiel Assistance Paymorts 510 Commercial Space 511	1,00		541,852 595,909 536,973 64,877 8 85,877	912			191.05 FT 600 FT	
Residential - Tecard Ren's	140		4,000 4,100 4,100	· · ·			4529 4509 4735	
Interest Income - Project Operations	000 000 000 000 000 000 000 000 000 00		E200 2800 1405 4365 E030 - 8201 E250		- 167 L60		7,015 3236 1,835 7,100 1,316 4,003 8,006 - 8,312 8,312 , 9,543	
Ether Commercial Injoine VAschtwar from Capitalized Reserve (deposit to speruling account) Gross Potential Income	PAR 30% CALLES FROM SCHOOL SEC. 10		15.300 8 8 7 8				19.37	
Vacancy Loss - Residential - Tenant Assidance Payments	THE THE SECOND CONSCIOUSE BIS FOR THE TO MYCHAR I	(4.450) [5.443]	(200744 962.727 472.754 1.430.61 (2.00))	900 01 484.00 1,177.910 (1007) pt.700 (11.177	(12.243) (11.243) JS	36 (6 777) (11 414) (5 202) (6 259) (1	(,561)	
ENFERTIVE DAUGS MODWE	nh h/h	मध्य सम्ब	(170,000 secisi 472,711 tanan	BIGO 402HI (4H,FH	\$17,714 #2,640 1,503,872 MI.	23 S02,029 1,250,014 994,096 512,190 1,24	1760   1873   1875   18	
OPERATING EXPENSES Management	330 3.5% 3.5% patiety,							
Ancer hansgement fee	320 3.5% 3.5% satisfact 3.5% 3.5% per DESC Supercy	67,432 24,634 6343 13,664 74,340 24,772	98.360 \$1,513 23.520 98,731 18,732 8,135 51,244 20,44 118,112 78,612 41,164 125,174	72 256 30 867 (03.723 5 321 11.637 71.125 5 1,775 42,694 134,281	74.785 32,051 100,856 77. 9,855 17,045 21,500 10. 84,640 44,066 123,725 87,	00 32,175 110,575 80,112 33.33 11 00 12,465 22,864 13,537 12,503 2 02; 45,479 133,811 80,448 47,34 13	4.445 62.84 35.535 1(9.45) 61.816 36.779 14.456 10.828 13.356 24.200 17.309 13.222 7,805 81,842 48,869 (42,73) 87,726 50,809	
Sal utes@north Dirks (Stoker Dirks (Stoker Exempter Stokey Kritin baurence and Otter Empth) (Otter Salanstollership)	310 35% 35% 330 35% 35%	157,632 8,294 72,351 31,000 50,692 25,339	103.350 74.544 32.003 103.97 64.131 61.014 27.005 30.07	77,305 23,216 510,721 67,425 23,696 96,322	174.789 5.160 153.567 160 60.217 34277 114.566 \$3. 72,145 30319 103.084 77.	869 P.330 190.408 (87.217 P.334 19 925 35.592 119.807 85.931 30.927 12 115 33.084 110.279 87.329 34.339 11	7 (7) 75 (7) 75 (7) 70	
First   Congress and Charles   First     Const Salara Charles     According to the Charles   First     According to the Charles     Syd-state Salara and solid     Syd-state Salara and	318 35% 35% 35% 33% 35% 35% 35% 35% 35% 35%		\$4.131 \$1016 \$7,000 \$0.000 333,411 \$01,000 \$7,000 344,70				7,590 14.311 37,677 128,238 54.067 40,529	
	210   3.5%   3.5%		18/4 277 843 1,71 7,878 1660 4402 6.15				307   616   1,790   2,034   648   1,539   1,334   1,335   1,	
CARCO EXPENSES	311 35% 35% 312 35% 35% 340 35% 35%	450 1500 450 1500	10.000 4661 5.557 10.30	4826 3.694 10,731	4911 6107 11,006 & 7,271 A89 10,707 12,006 10,700 12,475 22,004 10,	74	1.000 4300 6.000 6.000 4.000 3311 1.000 5.330 6.760 12.302 / 3.700 7.003 7.311 8.002 8.031 7.898 8.340 10.200 4.500 11.310 12.632 2.511 12.714 14.317	
Admirkation  (Common and University  (Common and Unive	270 3.594 5.595 3.505 3.505 3.12 3.505 3.505 3.00 3.595 3.505 3.00 3.595 3.505 3.50 3.596 3.596 3.50 3.596 3.596 3.50 3.596 3.596 3.50 3.596 3.596 3.50 3.596 3.596	4.204 3.504 4.200 4.017 6.207 11.200 1.170 1.400 17.441 21.314 44.176 53.784	10.000 4 4601 5.697 10.35 14.517 6.789 4.284 15.05 20.480 9.635 11.647 21.17 2.600 1271 1.460 2.65 3.6137 17.441 21.376 30.75 15.524 44071 5.164 17.65	4.024 3.000 10,727 7,027 6.564 13,815 9.003 12,254 21,817 1,251 1,312 2,716 17,441 21,318 38,717 4,003 55,004 (00,000	4913 6 02 11,008 3   7,227 4,667 15,102 7,   10,250 12,667 12,064 10,   12,27 12,55 2,651 0,   17,441 21,311 38,171 37,   45,38 64,167 102,164 44,	78	3000 1430 1750 3104 4 1409 1,019	
Third						HI 57,403 104,340 47,999 50,685 10	9,045 43,640 54,973 104,042 80,576 87,276	
United   Section   Company   Compa	430 3.5% 3.5% 3.6% 451 5.5% 5.5% 5.5% 5.5% 5.5% 5.5% 5.5% 5.	35 765 40,642 7,155 8,794	91,075 42,415 51,844 84,25 (81,445) 41,730 51,074 92,90 15,940 2.447 3,102 16,54		2 . 45,436 55.537 100.876 47 5 46.071 56.509 102.340 43 1 7,977 8,750 17,727 8	200 57,401 100.511 46.978 59.403 10 275 59,125 107,409 50.793 62,041 11 256 30,093 163,40 45,45 10,444 1	8.100 50.377 81.575 151,864 52.545 63,750 2.674 53.333 63.163 118.519 50.000 64,444 8.500 8.80 (0.810 18.50 9.554 15,142	
Taxes and Licenses  [Red Eduk Tears  [67]			190,500 \$4,657 172,000 203,67 4,000 1,427 2,207 4,00				1,473 17230 177,000 294,137 177,357 143,957 4244 1854 2,953 4,797 1857 2,957	
Taxes and Licenses   Sub-acial Usffee     First Statistics   Statistics   Statistics     First Statistics   Statistics   Statistics     First Statistics   Statistics   Statistics   Statistics     Likelakonous Tarri, Economic Statistics   Statistics   Statistics     Likelakonous Tarri, Economic Statistics   Statistics     Likelakonous Tarri, Economic Statistics   Statistics     Statistics   Statistics   Statistics   Statistics   Statistics     Statistics   Statistics   Statistics   Statistics   Statistics     Statistics   Statistics   Statistics   Statistics   Statistics   Statistics   Statistics   Statistics     Statistics   Statistics   Statistics   Statistics   Statistics   Statistics     Statistics   Statis	710   1.2%   1.2%   PH   3.5%   3.5%   1750   3.5%   3.5%	23.845 11,044 900 1,000 24,583 14,384	4.000 1277 2286 4.04 34.577 26797 51,442 38,57 2.000 532 1,137 2.07 42,579 23,544 14,547 44,78	3 27,729 11,864 30,61 9 564 1,178 2,16 30,577 16,315 43,31	7 1,846 2,250 4,146 1, 5 28,699 12,320 40,999 29, 2 846 12,20 2,217 1, 2 36,163 16,900 47,362 32,	66d         2.26d         4.165         1.811         2.235           754         72,750         42,634         30,744         31,178         4           333         1,262         2.265         7,669         1,502         1,502         1,600         4,675         31,717         14,877         1	4.244   1.954   2.963   4.297   1.957   2.292   3.914   3.159   12.637   44.437   32.933   14.144   2.375   1.166   1.257   2.456   1.142   1.600   4.341   2.169   17.332   53.312   24.635   17.205	
haurane s  Frigority and Liabley Inserance of Friedrick and Licensee of Friedrick and Insurance of Friedrick Completes Complet	770 35% 35% 721 33% 35% 722 35% 35% 35%	20,682 25,278	45,090 21,406 24,563 47.56	72,155 , 27,078 43,75	22.931 22.039 50.967 21	723 20 007 52.740 24.554 20.022 5	9.500 25.43) 31,073 68.407 36.313 32,101	
		21,977 5,417 42,854 34,885	31,368 22741 8,746 32.46 17,348 44,147 35,939 80,05	45,602 37,184 12,15	# #/210 MATT \$5,750 44		77,280 27,510 11,578 M.SSS 27,533 11,501 11,586 52,02 42,549 53,02 54,549 44,741	
#ahlenance & Repair  P\$jick   55  Supples   55  Carlests   65	3510 3.5% 3.5% 3513 3.5% 3.5%	001315 44278 8.773 92725 42,500 91,400 11,412 91,800	147,252 804,931 43,279 162,75 18,550 9,002 11,100 22,16 01,410 44,444 19,053 63,54 29,605 12,622 16,864 30,66	9 110,674 47,432 154,10 9 8 400 11,495 20,000 1 44,041 11,777 86,777 8 14,368 17,260 31,973	5 114347 45952 152.655 315. 9 9.785 152.81 231.650 545. 9 17.653 26.21 68.075 44. 14.650 152.72 32.045 15.	2006 20,810 182,264 122,706 52,544 1 2009 12,207 22,377 3,36,422 12,728 2 21 21,107 72,459 31,647 21,677 31,671 32,011		
Carbets 65 Satisgs and Iran Removal 65 SSURY Favou Contact 6	1320 3.5% 3.5% 1323 3.5% 3.5% 1850 3.5% 3.5%	11412 H.B)	18.550 2022 11,100 22,161 61,400 44,644 19.055 63,54 29.055 12,627 16.966 33,64 3,653 1708 2,045 3,78	40,041 17,772 86,77. 1 14,368 17,360 31,93	1 100 234 4001 1 1 100 234 4001 1 1 100 241 201 1 1 100 241 1	070 12.307 2277 3242 12.70 121 22.307 2277 3244 21.729 121 22.307 2245 31.647 27.447 121 22.307 3245 13.92 13.92 101 36.11 34.22 13.92 13.42 102 2.317 4.22 13.93 2.331	7.774 37.40 22.40 13.06 34.60 27.40 85.30 15.00	
Contents 6 Contents on Frant Removal 6 Contrary and Frant Removal 6 Security/NoviaContent 8 Security/NoviaContent 8 Security/NoviaContent 9 Security/N	150 32% 35% 131 359 25% 131 359 25% 135 356 35% 135 356 35% 135 356 35% 135 356 35% 135 356 35% 135 356 35% 135 356 356	184 224 4577 10.43 178.61 100.53	408 190 232 43 11,000 8,977 10,850 19,72 211,420 113,152 104,127 291,27	1 1,767 2159 125 1 1,767 2159 125 2 197 240 43 7 2,181 11,200 22,41 11(,03) 100,411 301,63	4 1.037 2234 4051 1 7 204 249 452 8 9.500 11632 21.157 8 4 196,240 112,445 312,025 375	872 2,317 4,23 1559 2,331 211 256 446 212 267 267 12,003 2,007 8,107 12,431 282 17,846 22,046 27,047 121,213 3	1,000   2,077   4,503   2,007   2,503   2,007   2,003   2,007   2,003   2,007   2,003   2,007   2,003   2,007   2,00	
	N00 (33%   35%		81,757 80,388 4231 84,81 21,849 8 22,01	82201 4377 87.56 1 77.36			77.102	
TOTAL OPERATING EXPENSES WERESERVESCH, BASE REMIRON PUPA (who Reservesch: Base Rantiflond Fess) Reserves/Ground Levis Base Rent/Bond Fess	ND FEES		\$254,731 435414 405,847 1,313,37 17,510 .		8 820,514 MILESS 1,412,147 MI	218 484,293 1,614,253 591,525 564,612 1,5	18,727 COURTY DIESS 1,375,864 1,665,869 S-CLDS	
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Montoring Fee			Herby Hotel	Columnia ann in Safwasan Robel Columnia. To apo	<del> -: -: -</del>	er dropping somes motion cols.		
Replacement Reserve Dispose Operating Reserve Dispose	Defend to District Seed of the	20,700 21,000 7,834 9,721	48,000 30,700 25,300 48,00 17,873 7,954 9,721 17,67				(4,000) 20700 25.300 45.000 20.700 25.300 17,673 7,656 8,721 12,678 7,854 8,721	
Other Required Reserve 1 Deposes Debts Required Reserve 2 Deposes Required Reserve Deposes Required Required Reserve Deposes Required Required Reserve Deposes Required Required Required Reserve Deposes Required Required Required Required Reserve Deposes Required Required Required Reserve Deposes Required Requir				<del>         </del>				
		852,816 455,341	1,225,240 MILES (2,510) 1,270,54 (2,510)	7 815,772 47,677 1,425,19	1 P40,100 S01,076 1,476,022 MI	969 625,414 1,525,526 5,626,679 626,682 1,5	13,412 (007,81) 804,717 1,640,541 1,667,642 674,549	
NET OPERATING INCOME (INCOME minus OP EXPENSES) DEBT SERVICE (Third debt Tamord and Joans)		[22,000 A,510	60,000 [PERF] CSC 30,71			jeg (m.mp 21,000 (21,001) (17,005) on dragging person multiplicity.	AATS PROOF PLANT 100 CADY CLAY	
Long Caster under som  Long Caster under som  Long Caster Under  Long Caster	USED Injuris bases 200 d Expense vo Different entit	7,934 1,721 	12773 146H 314H 5170	5 7,854 6,731 17.81 	5 7,954 9,723 17,076 7 - · · · · · · · · · · · · · · · · · · ·	954 9.711 17.815 7.854 9.711 	17612 17631 17632 17632 17642 17591	
PUPA (nd Reservated). Base Rent Bond Feas) NET OPERATING INCOME (INCOME minus OP EXPENSES)		Traces and	(2.62)	• <i>(19</i> 43) (47 <i>4</i> ) 34.13	0 (TL) (TLP16) 28,000 (F2	had (allah 11.00 Estats) (Elas)		
and ordinary continued in the continued							0	(44
						•		
							•	
							•	

| Part |

2 pf

#### MOHCO Proforms - 20 Year Cash Flow

•										MOHCO P	hatarma - 20 Y	ear Cash Flow																
990 Polk Senior Apartments																												
		LOTP	non-LOSE																									
Total & Units:		Units 50	Units				Year 9			Year 10			Year 11			Year 12			Year 13			Year 14			Year 15			Year 16
114		43.00%	\$5.07%	:			2025			2026			2027	- 1		2028			2029	_		2030			2031	- {		2032
•	- [																											
INCOME	3	nc LOSP	Sections	(refelled to armound limit assumptions)	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP
	Г	-		SEA course in propagative or line. 1.5%		$\vdash$																						
				INTERNAL HAVE and book ber, random									- 1	- 1							l í				•	!	l l	
Residential - Teneral Rents 5	5520		2.0%	terrore which is sould 2 proyers. After-	790 972	20,640	131,759	801,599	21540	542.304	812 (0)4	269,540	683,242	922.692	251,640	544.307	\$33.647	243,547	675.593	\$45.233	269,640	587,105	854.745	267,640	599 847	B46,497	29.540	610.824
Resimple: Total Asistante Payword (Non-(OSP) Resimple: LOSP Tetal Asistance Payments		6/A	D/s	WHEN PERSONAL US	791.400	810,507	1001700000	833 592	\$31 <i>934</i>	1800000000	885.054	F24 253	0.0000000000000000000000000000000000000	101263	#1 E1	50000000	140 210	1.016.247	outlier sha	1,014 247	1017114	J	1,005.198	1,141 741	10000000	1,11624	1,167 405	3000 and 1
	5140	00%	30%	100% Care on Amily Care to Mary Capp	71713	Sec.	4000000	12.177	2000	200100	M ETS	May / a section is	district Ages	97,101	00000000	20.50	D9,797	1967	27.60	82.481	10000	20 K (10 K)	84,265	35932550	V44-000-000	96 123	2000	49,044,0
Miscelaneous Reni Income 5	5190 F	25%	23%		4755		4,074	4,074		4993	4,195		A 120	6.120		5,240	8.74		7170	5.360		· 5574	6.514		3,632	8 6 5 2		5.793
highest become - Protect Operatures 5	5400 5	00%	_	<del>                                     </del>		<del> </del>	<del> </del>		-:	:		<del>  :- </del>	$\rightarrow$		+				-:				<del></del>	<del></del>		-: $+$		
Leonoxy and Vending Tengel Charges	5910 5920	25% 23%	25%		7,370	1,51	£155	7,554 9,764	344	4.250 f0.028	10.028	3.571	4363	7,937 19,276	7661	4.474 10.536	6,136 10,534	2752	4 586	8,334 10,799		4 701 11.007	11,049	2,942	17,345	1780	4041	4 839 11 630
Wiscelanzous Readental Income		0.0%			19.817	- :		-								- :		= $$										
Other Commercial Income	ŀ	n.a	3.0%	Leading House Sachers before 18	16.817	-	201 MATERIAL (2000)	19,192	CONTRACTOR	CONTRACTOR OF THE PARTY OF THE	19 843	2000 (St.) (St.) (St.)	CONTRACTOR OF	20582	200000000000000000000000000000000000000	20070000	21,179	045000000000	0.0000000	21 8(4	Action Sec.		22.449	0.0000000000000000000000000000000000000	-	210		98.000
Mischard from Captained Reserve (deposit to operating account).  Gross Potential Income	L				1,711,003			1,764,781	LINITE		1,220,440	1,197,474	\$73,007	1,178,224	1377,51	54561	1,930,140	1,219,629	S14359	2,000,302	COSESSE	WE)##	7,044,307		621,60	2,171,754	LHLIST	403.000
Vacancy Loss - Residental - Testal Rents		n.ta al.n	7/3	MONEY CHANGED TOURS SUSPER	(11 865	13 407	6612			15 6771			(6,789)	(12.343)	(2.634)	ph 6400		S 7067	18.973			(7.00.8			(7,185)	(1207)	(23-43)	0.26
Vacancy Loss - Residential - Totali Assistace Payments Vacancy Loss - Commercial  ###ECTIVE OROSS BICOME	Į	n/A	674	VACINCY AUTE TO MATCH 191	(2 892			(4 (05)	Williams.	20000	(127)	-	7,000,000	सउंद्रभ		02000000	1,921,141	1000	YORKSTS	(4 6 25)			(1)63	100000000000000000000000000000000000000	The second	(4 800)	000000000000000000000000000000000000000	A TAXABLE
					1,003,110	1,147,222	HUNO	(,741,131	1,144,637	M-( 97 /	1,894,048	1,111,120	144,217	1,841,522	LAUN	1//,-	1,921,141	LULIA	201,713	3,47,071	CAVERNI	E1,27	2,047,192	1,310,044	614,438	A113,F22	1,07,23	4472
OPERATING EXPENSES Management																												
2000 person (40) to \$2,000, or \$100 person (40) to \$100 person (40	3365	35%		1d Year leads and According to PAUD							·														er 711	T7		
Ascet Management Fee	E320		35%	prichopaky	122.587 25.130	(1704	30,065	125,000 28,010	91,930	39,309 14,808	151.329 25.920	95,148 12,530	40.77E	135.925 27,962	12 377	42,305 15.861	140,680 29,837	12.431	43,642 18,416	145.007 22.847	13.001	45 21 f 1E 890	190,703 30 80 i			155.977 31.072	111,006	48.431 18.200
Sub-mari Management Expenses Salaries (Banades					¥7,727	100,524	52,372	152,847	104044	64,205	134,219	107,606	M152	113,727	111.422	64,045	199,520	£15,35€	EQ.034	173,453	114,342	67,201	111,564	123,572	64,176	127,950	127,827	64.671
Office Sale Suit Ususpar's Salesy	910	35%	3.5%		211,107	707,57	80,325	212.495	214.436	11,307	221,143	222,355	11,703	234.058		12,112	242.250	234,192	12,536	250.728	24,529	12 975	251,504			244.547	264 OA0	13,499
Heath kan/morand Other Bondlis	5723	7.0%	7.034		131,502	501,183		134 104 144,563	98 607 99 270	42.80		102.039	47,530	162,190	705 £11 72.1 #54	45.770 53,125	150.501 177,643	105 326 132 625	36,844	154 183	112154	44 45 61 823	202.743			187,507 214,935		51,949 69,636
Health your windowed Other Benefits Other Salaries General a Address of the Hong Unit	6773	3.5% 3.5%	35%		-	-		-	=	-	-	-		-				-:	1	-	=	ı.	-		-:-	==		<del></del>
		304 1			477,754	404,630	86,122	419,152	41.713	94,949	521,642	440,742	100,012	247724	453,725	110,500	579,234	444155	f14,235	594,384	30 Letts	122, 293	823,696	E24,128	129,752	65 2,F2E	547,784	175,414
Administration Adversary and Narketing	62t0	3.5%	33%		2107	20	5,199	2,181	1,016	1,247	10,734	1,051	1.745	2356	1,083 5,174	1,330	2458	1,126	1.378	2,502		£775	2.500	1,256	1,474	101	1,249	1,556 7,257
Office Experises Office Rent	6311	35% 35% 35%	35%	+	10.020	- 466	3,704	10.375	4830		10,734	4399	6.120	11,110	5174	8.324	11,489	5356	6346	11.901	1540				7,012	12,749	1930	7,257
Legal Expense - Property Audit Expense	6340	35% 35% 35% 35%	3.5%		12,733	65X	7.245	13,179	6.130	7.502 10.927	13,640	6,353	7,784 F1,300	14,117	£573 £577	8.056 (f.805	14,611 21,282	6 800	8.318 12.115		10.00			7,290	8,910 12,978	16.700 73.106	7,545	1222
Bookseppro/Accounting Senices	6331	35%	35%		34 00 0	12,124	14.818	18,185 28,942	12,548	15 337	27,005	8.253 12.387	(1073	29.861	1700	16 475	29,871	12912	17,004	30.916	14 120	17,300	31,903	14.923	32.715	33 114	15 425	18.857
Marriageni	6390	0.0%	35%	<del></del>	38.757	17.46	21,315	34767	17,441	21,316	34 757	17.441	21,315	34.757	1708	2.042 21.316	3.794 39.757	17.441	2L316	34.757	17,441	21,316	4,064 34,757	17,411	21.214	4,209 36,757	1340	2,391
Sub-wall Administration Expenses					111,507	51,27	63,727	114,044	62,500	64178	118,883	53,735	\$5,676	115,411	27,002	47,229	122,234	\$4,320	MUS	125,155	57,001	72,41	f26,173	54,011	72,220	121,309	60,547	74,002
Beckley Water	6430	35% 50% 35% 35%	33%		115.773	SUM	63,961	119.926	35 9 57	88 267	124,128	57.612	70.659	12E.470	59,635	72,112	132,547	1123	75.69	137.621	\$1097		142.437	84.340	81.082	147,423	1460	83,920
Gis	6452	3.5%	35%	<del></del>	124.44	9.00	71,864	130,648	81,740 9 808	73.460 f1.945			12 405	144,059 22,134		12.839	161.242 23.343	71 471				91,722 12,723	164.787 23.000		96.308 14.235		82,737 12,054	101,123 14,733
Sepret Sub-post Uniffeet	6122	35%	35%	I	790.00	1224		771.00	1	155.714	787.07	(77.78	- i	21111	0.44	140.00	107.473	164.773	75334	329,807	160.196	(41 672	334,210	194794	191.605	30.00	16160	119774
Taxes and Licenses							. ,					,,,,,,,,,		400										100,000				
Fell Caule Tasts Depth Tases	6710 6711	12% 35% 35%	35%	+	47,01	34,066			352/7	15 120			15540	32,163				39,114	16.783						17,837	4,727 53.858	41307	
Miscelaneous Taxes, Licenses and Points Sub-social Taxes and Licenses	6790	35%	35%		2,545 53,941	1.14:	144	2,634 56,728	1227	1,41	2776	35,270	1552	2120	(1)14 (1.1)8	1,606	2,920	1360	1.052	A022	1,408 43,892	1,720	6167	143	1,781	17,822	1,500	(40)
herence .						,																						
Properly and Liability Insurance	6721	33%	32%	<del> </del>	58,47	·							-			·	67,160	-									•	
Woter's Concers' Labely Insurance	器	33% 33% 33%	35%		33.83	29.93	12 400	41,333	22545	12434	42,790	30.954	13.263	4177		53,744	45,127	31707	14.229	47,431	34364	14.727	48.001	25,555	13,240	50.000	36.811	15.778
Maintenance & Repair					93,410	54,16	4,644	101,354	\$2,121	47,285	190,419	<b>85,188</b>	410	105,100	62,774	89,853	112,027	F4,454	83.41	115,200	64700	54,761	120,970	60,044	64,160	121,284	71,485	54,124
Ashot	6510	35% 33%	35%		\$87,780			194,353		60.345	201,154 20,576	145,726	£2.450	206,195	150 837	54,644	215,401	136,116	64 907	223,023	161.500	63,349	234 171	187.236	71,672	234.909 31,646	1/1000	74 181
College	6515	33% 33%	35%		74.10	11,55	5 94,723 1 34,235	25.679 80.852	34.577	25 835	25.576 83.002	12,378	15,729	27,507 95,611	12.611 82.742	11.654 21.871	29.400 \$0.642	j3 260 64 145	18 206 27 83 6		11724 67.210	16,773 25,800	33.43 M.C.	\$4.204 69.371	17,360 25,8 M	31,546 99,350	14,701 72,006	17,968 30,860
Garbeon and Sreats Removal	6525	337	35%		37,92	17.68	21,564	30.247		22,342	40.821	54.519	23.124	42.043	18.501	21,935	43.514			45.007	20,270	23,838	48.514		24,535	49.244	22 470	27,464
HVAC Repairs and Maintenance	6545	3.5% 3.5%	35%		400	217		4,921		2746		2,328	2#42		2 407	2541	534	241	304	8 635	2578	3 151	6.721	2884	2.961		2762	3,375
Vehicle and Manitenance Equipment Operation and Repairs Miscetaneous Compling and Manienance Expenses	6570	3.5%	35%		24.25	11.29	( ), (0)	25.0m		14297	25,977	12.099	14787	576 24,185	254 12:522	32e 55.305	27,927	12,560	12.841	25,901	12,414	16.395	29,601	12,684	343 15.949	30,652	14389	17,563
Miscelantous Comming and Mantenance Expenses Sub-lotal Maintenance & Reput Expenses		4,12.			35 1,05	576.64	135,073	370,512	143.69	173,740	363,359	252,364	14410	364,983	261,778	140,702	414,872	270,317	114,140	423,250	279,778	180,764	418,183	284,178	180,977	41,54	211,706	175,780
Supporting Switter	(\$00 )	33%	13%		104,01		8.30			5571		109.565	5766			7169		117,343	£177			6.303			8,517		134 123	6643
Commercial Expenses		_ 7	E-7525		24.55	-	1	24,760		12:32:52	25,212		1.000	25.655		1 2 3 5 7 7	24,109	1-100-00-0	12.70.00	25.671		1	27,041		1 100 35	27,532	La competition	
TOTAL OPERATING EXPENSES WE RESERVES OL BASE RENTING PUPA (WE RESERVES OL, Base Rentificad Fees)	ONDFE	ES			1,604,27	1,100,30	* #411	1,014,055	L164.976	445737	1,247,021	1,144,354	608,134	5,839,700	1,242,134	621,601	1,900,305	£280,729	654,010	1,673,371	(34(822	as,440	2,019,53	1,210,393	700,017	2,128,642	1,447,990	735714
Reserves/Ground Lease Sase Rent/Bond Fees Ground Lease Base Ront																			,			-	,	-				
Ground Lease Base Rent Bond Montoring Fee Replications of Renews Dispose					<del>- :</del>	+=:	+ :	=	<del>_</del>	<del></del>	<u> </u>	<del></del>	<del>_</del>	<del>- :</del>	<del></del>	<del>_</del>	<u> </u>	$\vdash$	<del>_</del>	$\vdash$	<del>+ :</del>	<b>□</b> :	$\vdash$	$\pm$	±	<del>_ :</del> _	<u> </u>	<u> </u>
	12	Ì		MAKED - Dayland Salama Maked	44.00		_	45 000			4 000	20,700	21,300	41,000	20 100	21,300	46 000	20,700	-		20,700		45,00	20,700	21.300	48,000		
Operating Reserve Depart Other Regured Reserve 3 Depart	100	1		Equal IncOStrate (etc)	17.67	5 7,85	4 9,72	17,671	7,934	8,721	17,975	7,054	8,721	17.676	2,954	9,721	7,675	7,934	8,725	17,075	7,154	9,721	17.02	7,954	0,721	17,475	7,854	1,721
Other Required Reserve 2 Deposit	annad				<del>- :</del>	-	土主	<u> </u>	<u> </u>	$\pm \pm \pm$	÷	<del>- :</del>		⊏≐	<u> </u>	=	===	<u> </u>	Ė	=	<u> </u>	<u> </u>	=	<del>: -</del>	<u> </u>		÷	
Required Reserve Deposits, Commercial Sub-local Recognition of Lease Base Remissional Fees		,			63.67	, m.s.	4 X5,007	43,67	25,054	35,021	80,971	75,654	25,024	93,675	24,654	35,621	43,475	24,654	35,621	63,673	21,454	35,021	63,07	21,65	35,021	63,673	24,434	15071
TOTAL OPERATING EXPENSES W RESERVES/GL BASE RENT/BO.	HD FEE				1,700,64		694,217	1,742,63	LIMAN	424794	1,825,800		643.212	1,103,575	1,271,350	644.02	1,843,630	1,713,443	D(4)	2,017,046	1,144,07	714407	2,113,21	5,02,00	743,030		1,474457	779,725
PUPA (of Passy state Base Rent Bond Fees)  NET OPERATING INCOME (INCOME micros OP EXPENSES)					- KA		9 (5)				amto survivo	e constant	PER												g (reste			
HE OF MAN INCOME PROPERTY OF EAPERSES)						7 (-3.1)	y	C	4 P. 122	Capacita	7(0,00)		C. Cresses	P4330				1555	(93)			(113 #			v			C. LEASTER

| Table | Tabl

4 of 8

#### MOHCO Professe - 20 Year Cash Fig.

990 Polk Senior Apartments		LOSP	molas														
Total # Units;		Units 50	Urits 80				Year 17			Year 18			Year 19			Year 20	
and the second s		45.00%	31.00%				2033			2034			2035		<u> </u>	2038	
INCOME		% annual	% arrival increase	Comments (related to availed for an ampetions)	Total	LOSP	mon-LOSP	Total	LOSP	non-LOSP	Toles	LOSP	-000- 920.1	Total	LOSP	non- Losp	Total
HOME		NC EGG/		SSA code in the warranty trany lane, 1 5%	76,21	1037	MANCOU.	10041	-2037	J.G.F.EGG.	10,0	2027		15.12		10.17	15.15
Residential - Yenard Rents	5170	L	2.0%	action and Hild poor bound from territory Livrover which is Minut 2 per year. Althor- mer poorly assessment to mark book.	890 461	253.640	673.041	M2.001	269.540	<b>635</b> 501	R05.141	207,540	649.211	#17.855	20.640	841,578	E30 818
Resource Torum Amoracce Payments (Non-COSP) Resource - COSP Tenani Assistance Payments		n.ts		UCHCO, Intialogy Phy. E%	1,169 466	1,225 (07)	0.000	1,225 027	1212.176		1.212.978	13040	2300	1341450	1408570		1,408 570
Commercial Scotte Readental Parting	5140 5170	0.015	3.0%	130% Company of France is Nov-LORF	101.067	49000000	1.4000000	194 (9) 3	100000000000000000000000000000000000000		107,222	300,000,000	V6/C100000	110439	3200000	2000	113,752
Miscetaneous Rent Income	5190	2.5%	23%		5,733		3,010	5.530		6,045	6,006		6239	A230		4335	\$ 365
Notes Income - Project Operations	5300 5400	80% A'00	-		<del>- :</del>	$\vdash$	-	$\div$		<del>  :  </del>			<u> </u>	$+ \div$	<del></del>		
Laundry and Vending	5910 5920	23%	25%		6.979	4,142	<u>∆062</u>	9,204	476	5180 1220	9.434	4.231	5318	9,610	4.430	3451	9,912
Tenani Charges Mscetaneous Resoman is corne	5990	0.0%	25%		11.630	-	11,921	11.921	<del>-</del>	•		V	- 1258	12.524	<del></del>	12.637	12307
Other Commercial Income		N/A	30%	And the Report Police Land of	23.837	Acres Care	05/2000000	HYC	A	35.04 (A.N.)	23.200	2006/2006/2	74234 Y AG	26.047	C/600 C/500	New State Co.	25 129
Whiteman from Capital and Reserve (Sepont to covering screent)  Gross Power Sul Income		a.s.	n/s	erkeis	28126	1,440,800	F-S.MI	2,372,421	LSECOR	652,135	23439	1,817,44	677,753	2414.725	(440,170	625 520	2.507,100
	1	n/a		NONED CHANCED TO DES SISTEM	(1) 207	pl com	7.00	(13.310)	d 110	(747)	(13 577)	d 175	(7.572	(1270E		(7.67)	(133672
Vacancy Loss - Residenal - Tanant Assistance Payments Vacancy Loss - Commercial Vacancy Loss - Commercial	1	100	n/a Ma	VACANCY RATE TO MUTCH YE S	(2021			3300	×22.000		- cin			0.522	20000000		12.60
EFF ECTIVE GROSS INCOME	•				2,172,910	1,472,713	636,597	2,254,825	4,150,752	#4.52F	2,321,129	1,531,246	#4720	2,444,834	1,674,167	674, 120	2,417,440
OPERATING EXPENSES																	
Kanagament	1.1.		-							,					,		
Unraggement Fee	E320	35%	35%	Id You is to sel according to HLD	161,437	115,981	50,126	147,047	121,054	55,840	172.925	125,291	31696	178,966	129,677	55,576	185.252
Asset Literar gregory fires		35%	35%	I II DESIGN pency	33,001	15 412		34,750	15.932	19.427	3244	16.510	20 173	34,689	17,042		37,573
Sob-local Management Expenses Salaties/Benefits					194,525	(32,773	68,940	191,337	117,000	7077	301,313	141,801	73,478	215,677	146,785	74.411	23,23
Office Sale act	8310	35%	35%		277,987 173,162	123.436	14.366 53.767	207,717	282.898 129.847	16800 55.640	297,797	292,790 634,197	15410 57.500	308,200 191,500	30104	12,512	318.907 188.700
Manager's Salary Health Insurance and Older Bimetu	6723	7.0%	70%		232,120	173,453	7(311	179,223 248,549	185,020	77.72	265.754	191,030	83.307	254,357	212383	91,279	301,262
Coner Substractionerity	8331	35%	35%		-	·		·	-	·	·	- 7	-		-	·	-
Administrative Stone Free Und Sub-sone) Salarie adhened in	6711	1 2276	7 33%		643,276	572,643	10,60	715,30E	596,777	160,284	760,637	RUI	154,714	784,565	655,734	1441	121,947
Administration Advertising and Warreting	1 6318	7 7 7 7 1 1	35%		2.774	1.292	1,579	2.071	1,337	1435	2 9 72		1,612	1.074	1,633	LFSr	3.584
Office Expenses	6311	334	35%		13,195	6.145	7.511	13 657	6361	2,774	14.125	6,542	204	16.630	6,814	4.328	15,142
Office Rena Legal Expense - Property:		33X 33X		<del></del>	16.767	7 800	9343	17.354		9477	17,961		10724	16 500	1 224	10 302	19.240
Audi Expense	6350	33%	35%		24,422	11.374	13,302	25,276	11,772	14389	26.131	12,164	14292	27.077	12611	15413	79 074
Bookteeping/Accounting Services	6331	3.5%	35% 35% 35% 35%		34,71	15 963	18.513	35.477 4.508	K.5N 2100	20,183	38.715 4.500	17.102	2450	34 004 4.825	17,700	2747	29.334 4.868
Miscelanous Sub-total Administration Expenses	6350	0.0%	1		34,751	17.41	21,316 TSA46	137,901	17,44) 43,617	21,316	34.757	17.441 65,233	71,3 M	38,752	17.441	21,316 86,774	38,757
Unities																	
Bealety Water	6450	35%	35%		157,503	71,063 80 474		167,923 183,653		111,462	183,490 307,706	15.127	117,063			FE 300	
Gat	6452	33%	1. 3.5%		24.727	12.476		27,72	12 913	15,782	21.195	13 765	14.33	29.401	13 832	16 POS	30,739
Sever Sub-total Utilides	F 8422	33%	35%	<del></del>	367.534	179.415	200,200	373,761	177,643	217.10	SUN	185.276	225.66	411,712	183,191	235173	429,714
Taxes and Ucenses		Y-1-00					777				4899			484		_	
Real Educations Payok Jacon	6731		35%		4,784 01,953		19.236	4,841 64,621		2695	84,365		2723	54.00	40,765	21,328	5,018 71,002
Ascessneous Texas, (acroses and Permis Sub-soft Texas and Universes	6730	3.5%	35%		336	1,541	1,907	77.430	1,615	1974	2589	1,877 51,595	25377	3718	()30	2 113	78.935
homore																	
Property and Labelty insurance Fidelry Bond Insurance	6720	35%	35%		JEW	23.662	42.032	79,854	37,117	45.366	92.683	39,417	46954	85.37	31,701	44.907	68.360
WORLD ST. CORPORATION	172	3.5%	3.5%		52,500	34, 500	18.223	64,420	39,433	16,500	64,333	40,813	17.01	14.30	230	14.500	60.345
Director's & Officers' Liebbry Insurance Sub-total Insurance	6772	33%	35%		125,547	74M2	80,160	134,122	78,651	62,766	171,014	73,730	44	143,072	87,003	65701	148,784
Maintenance & Regain	1 6875	1 35%	1 144	r	247.275	1 129 607	78.777	200.020	1 185 277	7 79.464	354,610	1 (97.60)	1 4274	274 15	1 166 521	1 45 624	7070
Digipal Supples Cotypore	6515	35%	133		32,661	15216	18.507	33,613	1174	12.248	34,998	. 10.257	19.92	34.72	H.E.	20.010	37,489
Contracté Gerbage and Trash Removal		3.5%			107,954	74,527 21,257	31,940	106,487	77,132	31,050 28,420	110,1E5	77,435 24,313	34.21	514.050 55.36	2575	35,412	118.042 57,300
Security Physician Interests Security Physician Indiana Indian	85%	354	35%					115		T			·				
(HVAC Repairs and Mantenance Vehicle and Mantenance Equipment Operation and Repairs	6546	3.5% 3.5% 3.5%	35%	<del> </del>	8.13	2,450	369	767	32		6.574 732	341	174	75		451	784
Miscelaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	6590	3.5%	35%		31,48	14,872	12,177	33.050 417,814			34 207	337.769		31.40	16.45	20,154	36,643
Sispanity 3md(s) Commercial Expenses	6600	33%	35%		134,97 28,021		7,082	141,765 28,538	130,391	סכב,1	(46.72) 28.061	144.270	2.56	151.60		7,650	137,178
TOTAL OPERATING EXPENSES NO RESERVES OL BASE REM					2,211,74		744.611			794746	2301,175	LRUM	12(2)			#EZ-061	
PUPA (w/s Rezerves/GL BASE Remi/Bond Fees)	NUND.	-143			2,211,74	1,404,647	704(81)	2,278,070	1,544,346	/4/4	2,381,173	1, LPL 316	82423	2444,03	, results:	477,061	THING
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent	٦.					T .			· ·			· ·			_		
Band Mantaring Fee	1					ti	<u> </u>		1 :		Ė	<u> </u>	<u>:</u>	Ė	=	<u> </u>	
Raphromeni Reserve Depost	1 3	a		WAST-HATHERWAY TOP A	14.00	1	-	44,000	20,700	25,200	45,000		25.30		_		48 000
Operating Reserve Deposit	1.00	94		Less const, fre that there's dead i	17,47	7,95	0.721	17,475	7,95	8,721	17475	7,954	5.72	1 17,67	7.95	9.721	17,875
Other Required Ristance 1 Deposit	1	cui			<del></del>	<del>t :</del>	<del>- :</del>	$\pm$	+ -:	<del>L:</del>	±÷	<del>- :</del>	<del></del>	+=:	<del>1 :</del>	<del>+ :</del>	<del>- :</del>
Required Reserve Deposits, Commercial Sub-total Reserves/Oround Lease Base Rentifland Feet	ב			L	40.07	71.64	. KØ	i i	7.65	15021	63,673	N.ES	140	1 13.17	. 2465	1500	63.675
TOTAL OPERATING EXPENSES WHESERVESOL BASE RENTIL		are.			93,97 2,275,41						245039						
PUPA (M Reserves/GL Base Rens/Bond Fees	, onu r											. ,,,					
HET OPERATING INCOME (INCOME minus OP EXPENSES)					1934	g Peter	g	ne,	) (e2.28	) (maze	(122,42)	14.734	d (uetr	d (rift)	9 (4)	e (aure)	7 1111.720
DEST SERVICE ("hard debt"/amortised (ours)																	

| Train | Claims | Cl

Loan Committee Date: March 3, 2017 Page 18 of 18

# Attachment D: LOSP Funding Schedule A

# MOHCD Proforma - Exhibit A

# LOSP FUNDING SCHEDULE

Project Address:	990 Polk Senior Apartments
Project Start Date:	7/1/2017

## Exhibit A

LAIIDIC										
				Total						
	•			Disbursement	Estimated					
		Full Year	# Months	for	Disbursement					
Calendar Year		Funding Amount	to Fund	Calendar Year	Date					
CY-1	2017	\$561,852	6	\$280,926	6/1/2017					
CY-2	2018	\$596,826	12	\$596,826	1/1/2018					
CY-3	2019	\$627,859	12	\$627,859	1/1/2019					
CY-4	2020	\$660,178	12	\$660,178	1/1/2020					
CY-5	2021	\$693,839	12	\$693,839	1/1/2021					
CY-6	2022	\$728,903	12	\$728,903	.1/1/2022					
CY-7	2023	\$761,605	12	\$761,605	1/1/2023					
CY-8	2024	\$799,800	12	\$799,800	1/1/2024					
CY-9	2025	\$839,592	12	\$839,592	1/1/2025					
CY-10	2026	\$881,054	12	\$881,054	1/1/2026					
CY-11	2027	\$924,263	12	\$924,263	1/1/2027					
CY-12	2028	\$969,299	12	\$969,299	1/1/2028					
CY-13	2029	\$1,016,247	12	\$1,016,247	1/1/2029					
CY-14	2030	\$1,065,198	12	\$1,065,198	1/1/2030					
CY-15	2031	\$1,116,244	12	\$1,116,244	1/1/2031					
CY-16	2032	\$1,169,486	12	\$1,169,486	1/1/2032					
	Total Contract Amount: \$13,131,321									

## Office of the Mayor SAN FRANCISCO



TO:

Angela Calvillo, Clerk of the Board of Supervisors

FROM: 6 Mayor Edwin M. Lee

RE:

Local Operating Subsidy Program Contract - 990 Polk Street - Not to

Exceed \$13,131,321

DATE:

May 9, 2017

Attached for introduction to the Board of Supervisors is a resolution authorizing the Director of the Mayor's Office of Housing and Community Development to execute a Local Operating Subsidy Program ("LOSP") Grant Agreement with Polk Senior Housing Associates, L.P., to provide operating subsidies for formerly homeless households at 990 Polk Senior Apartments, 990 Polk Street, for a fifteen year and six month period, in an amount not to \$13,131,321.

I respectfully request this item be heard in Budget & Finance Committee on May 25, 2017.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.

# FORM SFEC-126: NOTIFICATION OF CONTRACT APPROVAL

(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information (Please print clearly.)	
Name of City elective officer(s):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors
	ļ
Contractor Information (Please print clearly.)	·
Name of contractor: Polk Senior Housing Associates, L.P., a Cal	ifornia limited partnership
Please list the names of (1) members of the contractor's board of a financial officer and chief operating officer; (3) any person who have any subcontractor listed in the bid or contract; and (5) any political additional pages as necessary.  The borrowing entity for the 990 Polk Street Apartments is Polk S	as an ownership of 20 percent or more in the contractor; (4) al committee sponsored or controlled by the contractor. Use
partnership. 990 Polk Senior Housing Associates, L.P. has no emp Tenderloin Neighborhood Development Corporation (TNDC). Po the Managing General Partner. The Board of Directors is the same	bloyees and decisions are made by its general partner llk Senior Housing LLC, whose sole member is TNDC, is
<ul> <li>(1) Board of Directors: Margaret Schrand (President); Lisa I Gouig (Secretary); Dave Kroot (Chief Legal Officer); K President, Real Estate) – Please see attached for 2017 TN</li> <li>(2) Donald S. Falk (TNDC CEO); Paul Sussman (CFO); Liz</li> <li>(3) N/A</li> <li>(4) N/A</li> <li>(5) N/A</li> </ul>	Blakely (Vice President); Samia Rashed (Treasurer); Chris Cristy Wang (Member at Large); Peter Wilson (Vice DC Board Member Roster
Contractor address: Polk Senior Housing Associates, L.P., 201 Eddy Street, San Franc	isco, CA 94102
Date that contract was approved:	Amount of contract: \$13,131,321
Describe the nature of the contract that was approved: Local Operating Subsidy Program (LOSP) Grant Agreement for 1: the cost of operations of 50 units for formerly with severe mental i development.  Comments:	
This contract was approved by (check applicable):	
the City elective officer(s) identified on this form (Mayor l	Edwin M. Lee)
$\Box$ a board on which the City elective officer(s) serves: San Fi	•
☐ the board of a state agency (Health Authority, Housing Aut Board, Parking Authority, Redevelopment Agency Commiss Development Authority) on which an appointee of the City el	chority Commission, Industrial Development Authority ion, Relocation Appeals Board, Treasure Island
Print Name of Board	
Filer Information (Please print clearly.)	
Name of filer:	Contact telephone number:
Angela Calvillo, Clerk of the Board	(415)554-5184

City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	Board.of.Supervisors@sfgov.org	
Signature of City Elective Officer (if submitted by City elective officer)	Date Signed	
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)	Date Signed	

## **ATTACHMENT**

# POLK SENIOR HOUSING ASSOCIATES, LP BOARD OF DIRECTORS - JANUARY 2017

Board Title	First	Last	Affiliation
President	Margaret	Schrand	Former Senior Vice President at Wells Fargo Community Lending & Investment Group
Vice President	Lisa	Blakely	Consultant
Treasurer	Samia	Rashed	Farallon Capital Management
Secretary	Chris	Gouig	Alameda Housing Authority
Chief Legal Officer	Dave	Kroot	Goldfarb & Lipman
Member at Large	Kristy	Wang	SPUR
Vice President, Real Estate	Peter	Wilson	The IBEX Group
Board Member	Amory	Sharpe	Asia Foundation
Board Member	Amy	Tharpe	Port of Oakland
Board Member	Ascanio	Piomelli	UC Hastings
Board Member	Candy	Smallwood	Consultant
Board Member	Curtis	Bradford	Community Representative
Board Member	Dianne	Spaulding	Former Director of NPH (Non-Profit Housing Association)
Board Member	Dick	McNeil	Community Representative
Board Member	Dr. Erica	Mohan	Community Education Partnerships
Board Member	Dr. Saul	Feldman	Former CEO - United Behavioral Health
Board Member	Freddie	Martin	Community Representative
Board Member	Geeta	Rao	Enterprise Community Partners
Board Member	Jan	Peters	Eden Housing
Board Member	Josh	Mukhopadhyay	Rocketship Education ·
Board Member	Kathy	Wolfe	Tenant Representative
Board Member	Loren	Sanborn	John.Stewart Company
Board Member	Nicole	Rivera	Good Ol' Girls
Board Member	Patrick	Murcia	Fannie Mae
Board Member	Sanjay	Madan	Consultant
Board Member	Tracey	Edwards	Former Defoitte Executive