File No. <u>180530</u>

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Board Item No.	38		

### **COMMITTEE/BOARD OF SUPERVISORS**

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	Motion Resolution - VERSION: Ordinance Legislative Digest Budget and Legislative Analys Youth Commission Report Introduction Form Department/Agency Cover Lett MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 - Ethics Commission Award Letter Application Public Correspondence	t Repor er and/	
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[Grant Agreement - Parkview Terrace Partners. L.P. - Local Operating Subsidy Program Contract - Parkview Terraces, 871 Turk Street - Not to Exceed \$4,580,619]

Resolution retroactively authorizing the Director of the Mayor's Office of Housing and Community Development to execute a Local Operating Subsidy Program Grant Agreement with Parkview Terrace Partners. L.P., a California limited partnership, to provide operating subsidies for formerly homeless adult households at Parkview Terraces, 871 Turk Street, for the 15-year and nine months term of April 1, 2018, through December 31, 2033, in an amount not to exceed \$4,580,619.

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") formed the Department of Homelessness and Supportive Housing ("HSH"), with one of its goals to reduce the number of chronically homeless households that numbered 2,138 per the 2017 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 Program subsidies, project-

based Section 8 rent subsidies, and California Mental Health Services Act operating subsidies; 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, Parkview Terrace Partners. L.P., a California limited partnership ("Developer"), is the owner and developer of Parkview Terraces, located at 871 Turk Street ("Project"), which provides 59 studios and 42 1-bedroom units of permanent supportive housing including 20 units that were previously supported through Continuum of Care subsidies and HSH funds; and

WHEREAS, In 2017 the Project's Continuum of Care rental subsidies were not renewed by HUD and these units are an important source of permanent supportive housing for chronically homeless persons with disabilities; and

WHEREAS, On May 4, 2018, the Loan Committee, consisting of MOHCD, HSH and the Office of Community Investment and Infrastructure, recommended approval to the Mayor of a LOSP grant award for the Project in an amount not to exceed \$4,580,619; and

WHEREAS, MOHCD proposes to provide a LOSP grant in the amount not to exceed \$4,580,619 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. 180530, and in such final form as approved by the Director of MOHCD and the City Attorney; and

WHEREAS, In the event that an alternate rental subsidy becomes available through a Project Based Voucher Notice of Funding Availability issued by the San Francisco Housing Authority and the Project is eligible to apply, the MOHCD Director will help facilitate that application, and if awarded, the amount of the Agreement will be reduced accordingly; and

WHEREAS, The Agreement is for a 15.75 year term, and will be retroactive to fund expenses dating back to April 1, 2018 and ending December 31, 2033, and therefore requires Board of Supervisors authorization; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Director of MOHCD or her designee to execute the Agreement for an amount not to exceed \$4,580,619; 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 the Agreement; and, be it

FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the Director of MOHCD or her 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 Agreement being fully executed by all parties, MOHCD shall provide the final Agreement to the Clerk of the Board for inclusion into the official file.

RECOMMENDED:

Kate Hartley, Director
Mayor's Office of Housing and Community Development

# CITY AND COUNTY OF SAN FRANCISCO BOARD OF SUPERVISORS

#### **BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292 FAX (415) 252-0461

June 15, 2018

TO:

Government Audit and Oversight Committee

FROM:

Budget and Legislative Analyst

SUBJECT:

June 20, 2018 Government Audit and Oversight Committee Meeting

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#### Department:

Mayor's Office of Housing and Community Development (MOHCD)

#### **EXECUTIVE SUMMARY**

#### **Legislative Objectives**

• The six proposed resolutions authorize MOHCD to execute six new approximately 15-year Local Operating Subsidy Program (LOSP) agreements with nonprofits providing housing to low income persons who were formerly homeless, renewing two existing 9-year agreements with two current providers, replacing three agreements with three providers that were not renewed under the federal Continuum of Care program and adding one new agreement with a new provider.

#### **Key Points**

 LOSP provides operating subsidies to supportive housing operators to bridge the gap between the cost of operating housing and the amounts that the tenants can afford to pay. The six LOSP agreements would subsidize 172 supportive housing units in the Zygmundt Arendt House, Parkview Terraces, 455 Fell Street Family Housing, 10<sup>th</sup> & Mission Family Housing, Railton Place, and Monterey Boulevard Apartments.

#### **Fiscal Impact**

• The total costs over the approximately 15-year term for the six projects are estimated to be \$43,410,547. The annual General Fund subsidies for these six projects are anticipated to increase from \$1,996,862 in 2019 to \$3,584,019 in 2033. The average cost of each unit's subsidy that would be provided over the approximately 15-year term of each of these agreements ranges from \$139,039 for each of the 40 units in the Railton Place project to \$415,586 for each of the 4 units at the Monterey Boulevard.

#### **Policy Consideration**

 Parkview Terraces, Railton Place, and the Monterey Boulevard Apartments previously received Continuum of Care funding, but the funding for these housing units was not renewed by HUD. An alternative to HUD's Continuum of Care funding are Project Based Vouchers, funded through HUD's Section 8 program and administered by the San Francisco Housing Authority (SFHA).

#### Recommendations

- Amend the proposed resolutions to clarify the term of each agreement.
- Amend (i) File 18-0529 to state that the current agreement with Arendt House, LP will terminate on December 31, 2018; and (ii) File 18-0530 to state that the current agreement with Parkview Terrace Partners, LP is retroactive to April 1,.
- Amend the proposed resolutions to (1) request the MOHCD Director to facilitate the application of the respective housing project to the next RFP for Project Based Voucher funding for which they are eligible; and (2) require the LOSP contract for the respective housing project to be amended to account the Project Based Voucher funding if awarded.
- Approve the proposed resolutions as amended.

#### **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 (HSH)<sup>1</sup>, currently provides operating subsidies to non-profit owners and operators of 28 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 2013-14 and FY 2017-18, the number of LOSP agreements has grown from 21 to 28, the number of subsidized units increased from 1,218 to 1,477 and the overall annual General Fund costs have decreased slightly from \$9,377,788\$ to  $$9,284,434^4$ . In FY 2017-18, MOHCD is anticipated to pay \$9,284,434 in operating subsidies to

**BUDGET AND LEGISLATIVE ANALYST** 

<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 (HSH), 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 2018 is \$16,600 annually according to the HUD Metro Fair Market Rent Area (HMFA)

<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.

<sup>&</sup>lt;sup>4</sup> According to Ms. Romero, LOSP funding has decreased in FY 2017-18 because several projects applied for Project Based Vouchers (PBV) through the San Francisco Housing Authority in 2017 which are in the process of being placed. The award of this subsidy has provided savings for the LOSP. Through this effort to date, 476 PBV units across 11 sites have been placed under federal Department of Housing and Urban Development (HUD) Housing Assistance Payments (HAP) contracts dated December 1, 2017, with a corresponding annual LOSP savings of \$4.9

28 supportive housing nonprofit providers for 1,477 units throughout the City, for an average subsidy of \$524 per unit of housing per month.

Table 1: Actual Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit – FY 2013-14 through FY 2017-18

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 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
FY 2017-18	28	1,477	\$9,284,434	\$6,286	\$524

As shown in Table 2 below, MOHCD estimates that over the next five years, or by FY 2022-23, the LOSP will provide subsidies to 62 housing projects covering 2,842 units of supportive housing at an overall General Fund cost of \$25,966,320 in FY 2022-23, or an average cost of \$761 per unit per month.

Table 2: Estimated Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit – FY 2018-19 through FY 2022-23<sup>5</sup>

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 2018-19	35	1,616	\$9,356,674	\$5,790	\$483
FY 2019-20	41	1,858	\$10,753,579	\$5,787	\$482
FY 2020-21	48	2,415	\$14,950,219	\$6,190	\$516
FY 2021-22	56	2,654	\$21,868,562	\$8,240	\$687
FY 2022-23	62	2,842	\$25,966,320	\$9,137	\$761

#### **DETAILS OF PROPOSED LEGISLATION**

The six proposed resolutions authorize MOHCD to execute six new approximately 15-year Local Operating Subsidy Program (LOSP) agreements with nonprofits providing housing to low income persons who were formerly homeless, renewing two existing 9-year agreements with two current providers, replacing three agreements with three providers that were not

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BUDGET AND LEGISLATIVE ANALYST

million for 2017-18 and around \$7.6 million in 2018-19 (plus additional General Fund savings for some HSH General Fund-supported sites).

<sup>&</sup>lt;sup>5</sup> According to Ms. Romero, LOSP budget estimates for 2020-21 through 2022-23 are preliminary as a full budget update incorporating the annual reductions due to award of PBV subsidies needs to be finalized.

renewed under the federal Continuum of Care program and adding one new agreement with a new provider as follows:

- File 18-0529: Arendt House, LP for Zygmunt Arendt House at 850 Broderick Street for a not to exceed amount of \$11,787,548 and a term of 15 years from January 1, 2019 through December 31, 2033. The proposed new LOSP agreement replaces the current 9-year LOSP agreement with Arendt House, LP from February 2010 and through February 2019. According to Ms. Romero, MOHCD has moved LOSP funding to the Calendar Year instead of Fiscal Year to the extent possible because the tax credit reporting cycle is on the Calendar Year. Therefore, the proposed agreement is from January 1, 2019 through December 2033 and will supersede the previous LOSP agreement. The proposed legislation should be amended to terminate the existing agreement with Arendt House, LP on December 31, 2018 prior to the start of the new agreement on January 1, 2019.
- File 18-0530: A new LOSP agreement with Parkview Terrace Partners, LP for Parkview Terraces at 871 Turk Street not to exceed \$4,580,619 for a term of 15 years and nine months from April 1, 2018 through December 31, 2033. The proposed new LOSP agreement replaces a contract under the federal Continuum of Care program which was not renewed by HUD.<sup>6</sup> According to Ms. Romero, given that the project lost its Continuum of Care funding in March 2018, the project needs to fill the gap in operating costs from April 2018 onwards for the project's 20 units. Therefore, MOHCD is requesting that the proposed LOSP agreement allow for reimbursements of operating expenses incurred since April 2018. Consequently, the proposed legislation should be amended for retroactive approval for the period of April 1, 2018 through December 31, 2033 for the LOSP agreement with Parkview Terrace Partners, LP.
- File 18-0531: 455 Fell, LP for 455 Fell Street Family Housing (formerly known as Parcel O), for a not to exceed amount of \$10,077,324 and a term of 15 years and eight months to commence on May 1, 2019 and end on December 31, 2034. The building is currently under construction and this is a new LOSP contract.
- File 18-0532: Mercy Housing California XIV, LP for 10th & Mission Family Housing at 1390 Mission Street for a not to exceed \$9,741,171 and a term of 15 years and six months from July 1, 2018 through December 31, 2033. The proposed new LOSP agreement replaces the current 9-year LOSP agreement with Mercy Housing California XIV, LP from July 2009 through June 2018.
- <u>File 18-0533</u>: The Salvation Army Turk Street, LP for Railton Place at 242 Turk Street for a not to exceed amount of \$5,561,543 and a term of 15 years and six months from July

<sup>&</sup>lt;sup>6</sup> According to MOHCD, the Chinatown Community Development Corporation's (project sponsor) renewal application for the Continuum of Care rental assistance for Parkview Terraces ranked too low in the competition last year to be funded. It was ranked 58 out of 62 projects that applied. The funding threshold was at 57. The application for Parkview received a low score because CCDC had failed to properly report income under the existing Continuum of Care contract, in addition to other reporting errors, and failed to show increases in income of the Continuum of Care-supported tenants. Continuum of Care contracts are renewed annually through the Local Homeless Coordinating Board consolidated application to HUD, and the project received annual funding from when it began in 2008 – March 2018.

- 1, 2018 through December 31, 2033. The proposed new LOSP agreement replaces a contract under the federal Continuum of Care program which was not renewed by HUD.<sup>7</sup> According to Ms. Romero, given that the project lost its Continuum of Care funding in 2017, HSH increased its funding for operations from 23 to 40 units to cover the gap in funding from April 2017 through June 2018. HSH was already funding operations for 23 units and support services for all 40 units. This was bridge funding until another operating subsidy could be obtained. HSH still provides supportive services funding to the project.
- File 18-0536: A new LOSP agreement with Housing Services Affiliate of Bernal Heights Neighborhood Center for Monterey Boulevard Apartments at 403 Monterey Boulevard not to exceed \$1,662,342 for a term of 15 years and 6-months from July 1, 2018 through December 31, 2033. The proposed new LOSP agreement replaces a contract under the federal Continuum of Care program which was not renewed by HUD<sup>8</sup>. According to Ms. Romero, given that the project lost its Continuum of Care funding in December 2016, HSH assumed operating funding from January 2017 through June 2018 until the project could obtain another operating subsidy. HSH was already overseeing the project and providing supportive services funding.

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

<sup>&</sup>lt;sup>7</sup> According to MOHCD, the Continuum of Care contract was not renewed in 2017 and ended in March 2017. Continuum of Care contracts are renewed annually through the Local Homeless Coordinating Board consolidated application to HUD, and the project received annual funding from when it began in 2008 – March 2017. The Fair Market Rent (FMR) has increased since 2015, which reduces the total number of units that are funded. Citywide, San Francisco has over 60 projects with Continuum of Care subsidies which seek renewal every year, as well as new projects which seek this subsidy. Projects are scored into different tiers and over time, some contracts are lost on the lowest scoring projects. These projects used to be transitional housing developments which did not meet HUD's current priorities for permanent supportive housing models. Now that there are no transitional housing developments remaining within the Continuum of Care portfolio, PSH sites that have been in operation for many years are starting to lose their contracts. In 2017, an additional two PSH projects lost their contracts, despite being high performing projects. Consequently, MOHCD aims to backfill these subsidies to provide project continuity and maintain these units as permanent supportive housing.

<sup>&</sup>lt;sup>8</sup> According to MOHCD, the Continuum of Care contract was not renewed in December 2016. MOHCD has since recognized that projects with less than 10 units funded with Continuum of Care funding are less likely to be renewed based on the current renewal scoring (e.g., lack of economies of scale for operations and service provision), and is working to develop contingency plans and other strategies to manage and minimize the impact. As a solution for this loss in funding, MOHCD initially pursued plans to replace the lost Continuum of Care funding with Project-Based Voucher (PBV) Section 8 under a new RFP to have been issued by the San Francisco Housing Authority (SFHA). However, SFHA was not able to obtain the necessary HUD approvals needed by April 2018 to make additional PBVs available via RFP. In order to avoid the risk of the project running short on operating funding during 2018, MOHCD offered to recommend Local Operating Subsidy Program funds to fill the operating budget gap caused by the loss of the Continuum of Care subsidy.

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

Project: Address	Target Population	Total Number of Units	LOSP Funded Units
Zygmundt Arendt House: 850 Broderick Street	Seniors	47	31
Parkview Terraces: 871 Turk Street	Seniors	101	20
455 Fell Street Family Housing: 455 Fell Street	Families	108	33
10th & Mission Family Housing: 1390 Mission Street	Families	136	44
Railton Place: 242 Turk Street	Adults	113	40
Monterey Boulevard Apartments: 403 Monterey Boulevard	Families	4	4
Total		509	172

Each of the projects and project sponsors are summarized below:

#### Zygmundt Arendt House (File 18-0529)

Zygmundt Arendt House was completed in 2010 as a 47 unit permanent supportive housing development for formerly homeless seniors. The property has Continuum of Care subsidies on 16 units and the remaining 31 units are covered by LOSP. The initial 9 year LOSP contract expires in February 2019, and the proposed resolution is for a new 15 year LOSP contract for the 31 LOSP units. The project sponsor is Community Housing Partnership. Supportive services are also provided by Community Housing Partnership.

#### Parkview Terraces (File 18-0530)

Parkview Terraces was completed in 2008 as an affordable senior development with 20 out of 101 units targeted to formerly homeless seniors, which previously had HUD's Continuum of Care subsidies that were not renewed in 2017. The 20 units are set aside to serve extremely low-income, formerly homeless seniors. The project sponsor is the Chinatown Community Development Center. Supportive services are provided by Northern California Presbyterian Homes and Services.

#### 455 Fell Street Family Housing (File 18-0531)

455 Fell Street Family Housing is currently under construction and will provide 108 units of affordable family rental housing including 33 units serving formerly homeless families and ground floor commercial space. Mercy Housing California and the San Francisco Housing Development Corporation were selected to develop the property through a Request for Proposals (RFP) process. The building is located in the Hayes Valley neighborhood on a former Freeway Parcel, known as Parcel O. The project sponsor is Mercy Housing California. Supportive services are provided by Mercy Housing California and Episcopal Community Services.

#### 10<sup>th</sup> & Mission Family Housing (File 18-0532)

10th & Mission Family Housing was completed in 2009 and has 136 units of affordable family housing including 44 LOSP units set aside for formerly homeless families. The initial 9-year LOSP

contract ends in June 2018 and is being renewed for a new 15 year term. The project sponsor is Mercy Housing California. Supportive services are provided by Catholic Charities.

#### Railton Place (File 18-0533)

Railton Place is an existing 113 unit permanent and transitional supportive housing development completed in 2008 by The Salvation Army. 40 units are permanent supportive housing for chronically homeless households including 17 units that lost their Continuum of Care federal subsidy in 2017, and 23 units that were previously funded by HSH for a total of 40 units. The project also has 15 Veteran Affairs Supportive Housing Program (VASH) units and 55 transitional housing units for veterans and adults in recovery from Salvation Army's rehabilitation programs, and Transitional Aged Youth with their own respective program structures and rental subsidies. There are also three affordable property management staff units. The project sponsor is The Salvation Army. Supportive services are also provided by The Salvation Army.

#### Monterey Boulevard Apartments (File 18-0536)

Monterey Boulevard Apartments is a 4-unit, permanent family supportive housing development that previously operated with the support of Continuum of Care subsidies which were not renewed by HUD. The target population is formerly homeless families referred by HSH. The project sponsor is the Housing Services Affiliate of the Bernal Heights Neighborhood Center. Supportive services are provided by HSH.

#### **Approval of Local Operating Subsidy Program Providers**

According to Ms. Romero, the six nonprofit providers were approved for LOSP subsidies as part of the evaluation by the Citywide Affordable Housing Loan Committee<sup>9</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 six 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. According to Ms. Romero, for FY 2018-19, three additional existing supportive housing projects were added to the LOSP portfolio due to loss of federal Continuum of Care subsidies in 2017 and 2018: Railton Place, Monterey Boulevard Apartments, and Parkview Terraces totaling 64 units. This backfill was implemented to ensure continuation of the permanent supportive housing units.

Funding for the proposed agreements are General Fund monies allocated annually in the HSH budget, which is subject to Board of Supervisors annual appropriation approval. The proposed agreements are administered by MOHCD, under work order agreements with HSH. Ms. Romero

SAN FRANCISCO BOARD OF SUPERVISORS

<sup>&</sup>lt;sup>9</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.

notes that, if any of the six 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 2016, the average tenant's rent was \$331 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 operating budget, and (ii) is contingent on the annual General Fund appropriation to HSH, under work orders with MOHCD, by the Board of Supervisors.

The Attachment provided by MOHCD summarizes the projected LOSP expenditures for each of the six projects, over the approximately 15-year term of each agreement. As shown in the Attachment, the City's 2019 subsidy provided per housing unit ranges from \$571 per month at the Railton Place project to \$1,893 per month at the 455 Fell Street Family Housing 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 greater number of units. Target populations and staffing models are also additional factors.

As summarized in Table 4 below, the total costs over the approximately 15-year term for the six projects are estimated to be \$43,410,547. The annual General Fund subsidies for these six projects are anticipated to increase from \$1,996,862 in 2019 to \$3,584,019 in 2033. 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 \$139,039 for each of the 40 units in the Railton Place project to \$415,586 for each of the 4 units at the Monterey Boulevard Apartments project.

Table 4: Projected Subsidy Expenditures under the Proposed Six Agreements

Project	Number of LOSP Units	Total LOSP Cost	Average Cost Per Unit for Agreement Term
Zygmunt Arendt House (File 18-0529)	31	\$11,787,548	\$380,243
Parkview Terraces (File 18-0530)	20	4,580,619	\$229,031
455 Fell Street Family Housing (File 18-0531)	33	10,077,324	\$305,373
10th & Mission Family Housing (File 18-0532)	44	9,741,171	\$221,390
Railton Place (File 18-0533)	40	5,561,543	\$139,039
Monterey Boulevard Apartments (File 18-0536)	4	1,662,342	\$ 415,586
TOTAL:	172	\$43,410,547	

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

#### **POLICY CONSIDERATION**

#### **Annual Reporting**

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.

#### Loss of Continuum of Care Funding from HUD

The federal Department of Housing and Urban Development (HUD) allocates rental assistance funding to eligible housing units each year through applications to the Local Homeless Coordinating Board. Due to increases in the fair market rent in San Francisco, the total number of housing units that receive funding each year is reduced, resulting permanent supportive housing units that previously received Continuum of Care funding losing this funding in 2017 and 2018.

As noted above, Parkview Terraces, Railton Place, and the Monterey Boulevard Apartments previously received Continuum of Care funding, but the funding for these housing units was not renewed by HUD. According to Ms. Romero, housing units that did not receive renewal of the Continuum of Care funding are not eligible for future Continuum of Care funding.

#### Parkview Terraces Loss of Funding

While Railton Place and Monterey Boulevard Apartments did not receive Continuum of Care funding due to ineligibility of program model (Railton Place's Clean and Sober program does not conform to HUD's Housing First model) or size (Monterey Boulevard Apartments has only four units), Parkview Terrace lost funding due to inability to meet HUD's reporting requirements. According to Ms. Romero, MOHCD has worked with Chinatown Community Development Corporation (the sponsor of Parkview Terraces) to implement procedures to assure that Chinatown Community Development Corporation will continue to be eligible for Continuum of Care funding at other housing projects sponsored by Chinatown Community Development Corporation.

#### Project Based Vouchers

An alternative to HUD's Continuum of Care funding are Project Based Vouchers, funded through HUD's Section 8 program and administered by the San Francisco Housing Authority (SFHA). SFHA issued a Request for Proposals (RFP) in August 2017 to award Project Based Vouchers for up to 600 housing units serving the homeless; the three housing projects noted above — Parkview Terraces, Railton Place, and the Monterey Boulevard Apartments — did not apply for Project Based Vouchers in response to this RFP.

According to Ms. Romero, MOHCD and SFHA hope to expand the use of Project Based Vouchers to offset the costs of LOSP for supportive housing units for formerly homeless adults and families. SFHA is only allowed to allocate 20 percent of their Section 8 Housing Choice Vouchers to Project Based Vouchers; this allocation can be increased to 30 percent for housing units for formerly homeless adults and families that have access to supportive services. In order for SFHA to issue a new RFP for Project Based Vouchers, HUD must review and approve a "cap analysis" on how many housing units can be allocated Project Based Vouchers. HUD has not yet approved a new RFP for this purpose.

Because housing units in the six projects being recommended for new 15-year LOSP contracts could potentially be eligible to apply for Project Based Voucher funding through a new RFP process, the proposed resolutions should be amended to (1) request the Director of the Mayor's Office of Housing and Community Development to facilitate the application of the respective housing project to the next RFP for Project Based Voucher funding; and (2) require the LOSP contract for the respective housing project to be amended to account the Project Based Voucher funding if awarded.

#### **RECOMMENDATIONS**

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

File	Provider	Agreement Start Date	Agreement End Date	Term
18-0529	Zygmunt Arendt House	January 1, 2019	December 31, 2033	15 yrs
18-0530	Parkview Terraces	April 1, 2018	December 31, 2033	15 yrs, 9 mo
18-0531	455 Fell Street Family Housing	May 1, 2019	December 31, 2034	15 yrs, 8 mo
18-0532	10th & Mission Family Housing	July 1, 2018	December 31, 2033	15 yrs, 6 mo
18-0533	Railton Place	July 1, 2018	December 31, 2033	15 yrs, 6 mo
18-0536	Monterey Boulevard Apartments	July 1, 2018	December 31, 2033	15 yrs, 6 mo

- 2. Amend (i) File 18-0529 to state that the current agreement between MOHCD and Arendt House, LP for Zygmunt Arendt House will terminate on December 31, 2018 prior to the start of the new LOSP agreement on January 1, 2019; and (ii) File 18-0530 to state that the current agreement between MOHCD and Parkview Terrace Partners, LP for Parkview Terraces is retroactive from April 1, 2018 through December 31, 2033.
- 3. Amend the proposed resolutions to (1) request the Director of the Mayor's Office of Housing and Community Development to facilitate the application of the respective housing project to the next RFP for Project Based Voucher funding for which they are eligible; and (2) require the LOSP contract for the respective housing project to be amended to account the Project Based Voucher funding if awarded.
- 4. Approve the proposed resolutions as amended.

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

#### **GRANT AGREEMENT**

between

#### CITY AND COUNTY OF SAN FRANCISCO

and

Parkview Terrace Partners. L.P.

For Parkview Terraces

871 TURK STREET

THIS GRANT AGREEMENT (this "Agreement") is made this April 1, 2018, by and between Parkview Terrace Partners. 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**, 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

**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.

1 | Page

- "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 twenty (20) 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 that certain loan agreement, dated as of June 7, 2005, between MOHCD and Grantee with respect to a \$ \$13,676,087 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-one (101) unit housing project commonly known as Parkview Terraces, 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 for permanent supportive housing at the Project.

"Senior Loan Documents" means the following documents: the loan documents executed by Grantee in connection with the Union Bank of California loan in the amount of \$1,670,101.

"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.

"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 Northern California Presbyterian Homes and Services, 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 <a href="Article 13">Article 13</a>.
- **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 <u>Section 17.2</u>. 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 thirty-first day of December, 2033, 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 update 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 Assisted Units first to Certificate of Preference Holders in accordance with 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 thirty percent (30%) of a Tenant's gross monthly income, or the maximum rent allowed under the MOHCD Loan Agreement.
- (b) With the written approval of HSH, 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 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.
- (c) MOHCD will provide written notice to Grantee if MOHCD determines that the Maintenance Duties 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 Four Million, five hundred eighty thousand, six hundred nineteen Dollars \$4,580,619 (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 sixty (60) 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 twenty percent 20% of the total Operating Costs to the Assisted Units ("Assisted Units Operating Costs") and eighty percent 80% 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.
- Books and Records. Grantee shall establish and maintain accurate files and records of all aspects 6.5 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.
- 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 partnership, and 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

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.

- 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's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.
- **9.3 Incidental and Consequential Damages**. Losses covered under this <u>Article 9</u> 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 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 <u>Article 15</u>.
- 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.
- (i) **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 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:	
	San Francisco, CA 94102 Attention: Executive Director
With a copy to:	
	Attention: General Councel

Attention: General Counsel

- 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.

- 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.
- 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.
- 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 then-current 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 may be 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;

- (3) That the contractor's commitment to comply with this Chapter is a material 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 subsequent breaches 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: Edwin M. Lee	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.
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 abid by the MacBride Principles.
APPROVED AS TO FORM:	a California limited partnership
DENNIS J. HERRERA City Attorney	By:, a California limited liability company, its General Partner
By: Deputy City Attorney	By:
	By: , a California nonprofit public benefit corporation, its General Partner
	By:
	Federal Tax ID #:
	City Vendor Number:

# Exhibit A – Projected Project Subsidy Payments

# MOHCD Proforma - Exhibit A

# LOSP FUNDING SCHEDULE

Project Address:	Parkview Te	rraces	
Project Start Date:	4/1/2018		

Exhibit A

\$398,760

Exhibit	: <b>A</b>			\$398,760		
				Total		
				Disbursement	Estimated	
		Full Year	# Months	for	Disbursement	FY Budgeted
Calenda	ar Year	Funding Amount	to Fund	Calendar Year	Date	(for Disbursement)
CY-1	2018	\$223,755	9	\$167,817	3/1/2018	FY2017/18
CY-2	2019	\$230,943	12	\$230,943	1/1/2019	FY2018/19
CY-3	2020	\$239,079	12	\$239,079	1/1/2020	FY2019/20
CY-4	2021	\$247,134	12	\$247,134	1/1/2021	FY2020/21
CY-5	2022	\$254,090	12	\$254,090	1/1/2022	FY2021/22
CY-6	2023	\$258,510	12	\$258,510	1/1/2023	FY2022/23
CY-7	2024	\$268,412	12	\$268,412	1/1/2024	FY2023/24
CY-8	2025	\$278,448	12	\$278,448	1/1/2025	FY2024/25
CY-9	2026	\$292,761	12	\$292,761	1/1/2026	FY2025/26
CY-10	2027	\$299,127	12	\$299,127	1/1/2027	FY2026/27
CY-11	2028	\$314,509	12	\$314,509	1/1/2028	FY2027/28
CY-12	2029	\$321,490	12	\$321,490	1/1/2029	FY2028/29
CY-13	2030	\$333,288	12	\$333,288	1/1/2030	FY2029/30
CY-14	2031	\$345,511	12	\$345,511	1/1/2031	FY2030/31
CY-15	2032	\$358,182	12	\$358,182	1/1/2032	FY2031/32
CY-16	2033	\$371,318	12	\$371,318	1/1/2033	FY2032/33
		Total Contract	t Amount:	\$4,580,619		

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

#### MOHCD Proforma - Year 1 Operating Budget

Application Date: 4/19/2018	LOSP Units	Non-LOSP Units		Project Name: Parkview Terraces	
fotal # Units: 101  (irst Year of Operations (provide data assuming that	20	81		Project Address: 871 Turk Street	
(ear 1 is a full year, i.e. 12 months of operations): 2018	LOSP/non-LO	OSP Allocation	,	Project Sponsor: Chinatown Community Development Center	i
NCOME	LOSP	non-LOSP	Total	Correct errors noted in Cal N. Comments	
tesidential - Tenant Rents Lesidential - Tenant Assistance Payments (Non-LOSP)	68,748 D	587,390 347,910	347,910	Links from Existing Proj - Rent Into Worksheet Links from Existing Proj - Rent Info Worksheet	Alternative LOSP Split Residential - Tenant Assistance Playmen
Residential - LOSP Tenant Assistance Payments Commercial Space	223,755	COMPANIA SANGERSON	223,755 32,820	06.	
tesdential Parking Ascellaneous Rent Income	0	0	0	Links from Utities & Other Income Worksheet Links from Utities & Other Income Worksheet	Alternative LOSP Split
supportive Services Income sterest Income - Project Operations	58	230	0		Supportive Services Income 100 100 100
aundry and Vending	1,560	6,240 360	7,800	Links from Utities & Other Income Worksheet	Projected LOSP Split
enant Charges Ascellaneous Residential Income	170	680	850	Links from 'Utifies & Other Income' Worksheet Links from 'Utifies & Other Income' Worksheet	Tenart Charges 1115717
Other Commercial Income Withdrawal from Capitalized Reserve (deposit to operating account)	0	0		Links from Commercial Op Budget Worksheet	Alternative LOSP Split Withdrawal from Capitalized Reserve (do
Gross Potential Income acancy Loss - Residential - Tenant Rents	294,381	1,042,810	1,379,612	Vacancy loss is 2% of Tenant Rents.	1
acancy Loss - Residential - Tenant Assistance Payments acancy Loss - Commercial	299/0089 Histor	(6,958)	(6,958)	Vacancy loss is 2% of Tenant Assistance Payments Links from 'Commercial Op. Budgef Worksheet	1
EFFECTIVE GROSS INCOME	293,006	1,022,104	1,357,531	PUPA: 13,441	<b></b>
PERATING EXPENSES					Alternative LOSP Split
anagement Fee	13,211	52,846	66,057	6% of GRP (tenant rents plus tenant non-LOSP tenant assistance)	Monogement Fee
Asel Management Fee Sub-total Management Expenses	13,211	52,846	66,057	PUPA; 654	Asset Management Fee
alaries/Benefits	54,868	101,899	156,767	GL 6710 3.0 FTE desk clerks; 1.0 FTE Asst PM who is also week day desk clerk	Alternative LOSP Split Office Salaries
tanager's Salary leath Insurance and Other Benefits	17,717 20,953	32,904 38,912	50,621	GL 6330 1 0 FTE Property Manager GL 6723 - Health insurance for property staff	Monager's Salary Health Insurance and Other Benefits
ther Salaries/Benefits dministrative Rent-Free Unit	1,676 5,977	3,113 11,099	4,789	GL 6724 for 4036 contribution GL 6331 - admin rent free unit for resident manager	Other Salaries/Benefits Administrative Renil Free Unit
Sub-total Salaries/Benefits		187,927	289,118	PUPA: 2,863	Paritical and Activities Out
dministration dvertising and Marketing	0	. 0		GL 6210	3
ffice Expenses	751 0	3,003	3,754	Gt. 6250 Office supplies, copier lease, postage	Projected LOSP Sole
ogal Exponse - Property   Prince   Property   Prince   Pr	680 2,400	2,720 9,600	3,400	GL 6340 Legal consults, and 1 eviction GL 6350 annual audit and tar	Legal Expense - Property
ookkeeping/Accounting Services	1,800	7,200	9.000	GL 6351 - \$7.50 per unit bookkeeping fee	Projected LOSP Split
ad Debbe is reference and the second and the second second and second se	7,522	240 30,086	300 37,606	GL 6370 based on property history GL 6355 Computer & IT services + GL 6360 Tel & Answering Services + GL 6250 PUPPL; 654	Bad Date: USE HE STREET STREET
Sub-total Administration Expenses blittles	13,212	52,850			Projected LOSP Spis 1000000000000000000000000000000000000
octrony is the second s	11,314 6,920	45,256 27,678	56,570 34,500	GL 6450 - electricity GL 6451 - water	Electricity included a strong restriction of
35	8,157	32,629	40,786	GL 6452 - qas	1
Neer Sub-total Utilities	9,915 36,306	39,659 145,222	181,528	GL 6453 - sewei PUPA: 1,797	
oxes and Licenses	I		dude some	Competition of the contraction o	Alternative LOSP Split
nial Entitle Taxest pyrol Taxest	7,656	0 14,219	21,875	All in commercial tab GL 6711 - for property staff	Red Estate Taure. Payrol Taure
iscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses	954 8,610	3,817 18,036	4,771 26,646	GL 6790 misc permits: DPH, business license, gross receipts, FTB etc. PUPA: 264	
surance					1
roperty and Liability Insurance idelity Bond Insurance	8,953 0	35,810 0		GL 6720 - annual property and GL insurance	Alternative LOSP Spirt
forker's Companisation sector's & Officers' Liability Insurance	5,520 0	10,251 0	Markett and	GL 6722 - for property staff	Worker's Compensation
Sub-total (neurance sintenance & Repair	14,472	46,061	60,533	PUPA: 509	•
ayroll	8,967	35,948	44,935	GL 6540 1.0 FTE Maintenance Tech - Repairs Payroll	Projected LOSP Split
upples ontracts	3,732 31,123	14,925 124,493	155,616	GL 6541 reapers supply+ GL 6561 decorating supplies + 6515 Jaintonal Supplies GL 6542 repairs contract (fire, phimbing, boder, windows etc.) + GL 6517 Jainton Contract +	Supplies Contracts
arbage and Trash Removal reurity Payroti/Contract	6,179 3,780	24,718 7,020	30,897 10,800	GL 6525 - Garbage GL 6530 - contract front desk staff	Alternative LOSP Split Socurity Payrol/Contract
VAC Repairs and Maintenance	2.500	10,000			
ehicle and Maintenance Equipment Operation and Repairs	0	10,500	12,500	Part of GL 8542 elevator contracts	1
ehicle and Maintenance Equipment Operation and Repairs Incellianeous Operating and Maintenance Expenses Sub-total Maintenance & Renair Expenses	0	0	uenea turni eu uen	Part of GL 6542 devator contracts.	
Iscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses		0 0 217,106	273,408	Part of GL 6542 elevator contacts.  PUPA: 2,707	Alternative LOSP Spit
Iscellaneous Operating and Maintenance Expenses	0	0	273,408 51,681	Part of GL 6542 devator contracts.	Alternative LOSP Split Supportive Services
Iscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses upportive Services ommercial Expenses	0 56,302 0	0 0 217,106 51,861	273,408 51,681 9,092	Part of Ct. 65-f2 deviator contracts  PUPA: 2,767  GL 6910 resident services paid to NCPHS as port Participants services agreement (IDPH also Lunis from Commercial Cp. Budger Workshoot	Atternative LOSP Split Supportive Services
Isselbaneous Operating and Mantenance Exponses Sub-total Maintenance & Repair Expenses Upportive Services On mortual Expenses OTAL OPERATING EXPENSES	56,302	0 0 217,106	273,408 51,681	Part of CL 85/2 deviator contacts  PUPA: 2,707  [GL 8910 resident sorvices paid to NCPHS as port Perhamous services agreement (IDPH also	Alternative LOSP Spit Supportive Services
Inscellaneous Operating and Maintenance Expenses Sub-dotal Maintenance & Repair Expenses Upportive Services ommercial Expenses OTAL OPERATING EXPENSES eservesCiround Lease Base Returbond Fees trond Land Base Retet	0 56,302 0 243,365	0 0 217,106 51,861 771,929	273,408 51,681 9,092 1,024,326	Part of Ct. 65-f2 deviator contracts  PUPA: 2,767  GL 6910 resident services paid to NCPHS as port Participants services agreement (IDPH also Lunis from Commercial Cp. Budger Workshoot	Supportive Services
Inschances Operating and Mantenance Expenses. Suphortion Services. One neurolate Expenses. OTAL OPERATING EXPENSES CENTRACTIONAL LISSE BASE RENUTBOND FEES CENTRACTIONAL LISSE BASE RENUTBOND FEES CONTINUED TO CONTINUE AND CONTINUED TO CONTINUE AND CONTINUED TO CONTINUE AND CONTINUED TO CONTINUE TO CONTIN	243,305 3,000 0 0 243,305	0 0 217,106 51,861 771,929 12,000 0 24,240	273,408 51,881 9,092 1,024,326 15,000	Part of CL 6542 deviator contracts  PUPA: 2,767  [CL 6910 readent sorvices, gaid to InCPHS as part Perhivenes services agreement (IDPH also Linds from Commercial Cp. Budget Workshoot.)  PUPA: 10,142	Supportive Services  Atternative LOSP Split Replacement Reviews Deposit
Inscellaneous Operating and Manfranance Expenses Sub-total Manfranance & Repair Expenses Upportive Services On mercia Expenses On mercia Expenses Ont A OPERATING EXPENSES SeservesCiround Lease Base Rent/Bond Fees round Lease Base Rent Out Montrors Fee Option Control Control Operation Operation Control Operation O	243,365	0 0 217,106 51,861 771,929	273,408 51,881 9,092 1,024,326	Part of Ct. 6542 deviator contracts  PUPA: 2,767  Gt. 6910 readent sorvices paid to NCPHS as part Particient services agreement (DPH also Leats from Commercial Cit. Budgit: Workshoot.  PUPA: 10,142  Ground lease with MOHCO.   Provide additional comments here, 6 needed.	Supportive Services
Inscellaneous Operating and Mantenance Expenses Sub-Total Mantenance & Repair Expenses Upportive Services on mercui Expenses OTAL OPERATING EXPENSES ServiceSTround Lease Base RenutBond Fees Ground Leane Base Rent Ground Monderary Expenses Herman Base Rent Ground Monderary Expenses Herman Base Rent Ground Renteron Leane L	243,305 243,305 3,000 0 6,060 5,000	0 0 217,108 51,861 771,929 12,000 0 24,240 20,000 0	273,408 51,601 9,092 1,024,326 15,000 30,300 25,000	Part of CL 6642 deviate contracts.  FUPA: 2,107  [SL 8910 resident services paid to MCPHS as port Perfevence services agreement (DPH also Links trem Commercial On Budger Workshort  FUPA: 10,142  Ground lease with MCHCO.   Provide additional comments hims, 4 models  5300 per unit per year  Links from Commercial On Budger Workshort  Links from Commercial On Budger Workshort  Links from Commercial On Budger Workshort	Alternative LOSP Split Replacement Review Deposit Operating Review Deposit
Inschanses Operating and Mantenance Expenses Superiors Services Superiors Services OTAL OPERATING EXPENSES SERVICES OTAL OPERATING EXPENSES SERVICES SERVICE	243,305 3,000 0 0 243,305	0 0 217,106 51,861 771,929 12,000 0 24,240 20,000	273,408 51,601 9,092 1,024,326 15,000 30,300 25,000	Part of CL 6542 devication contracts.  #UPA1: 2,767  GL 6910 insulation some says good to InCPHS as port Perhawas services agreement (IDPH also Lasts from Commercial CD Budger Workshoot  #UPA1: 10,142  Ground lastic with MOHCO.   Provide additional comments here, if invended  3300 per unit per year  Links from Commercial Op Budger Workshoot  Links from Commercial Op Budger Workshoot  Min DCCR 130	Attenuate LOSP Self: Replacement Reserve Opensi Obertain Reserve Opensi Obertain Reserve Deposi Ober Regulard Reserve 1 Deposi
Inscellaneous Operating and Mantenance Expenses Sub-Total Mantenance & Repair Expenses Upportive Services on mercui Expenses OTAL OPERATING EXPENSES ServiceSTround Lease Base RenutBond Fees Ground Leane Base Rent Ground Monderary Expenses Her Base Rent Ground Monderary Expenses Her Base Rent Ground Renteron Leane L	243,305 243,305 3,000 0 6,060 5,000	0 0 217,108 51,861 771,929 12,000 0 24,240 20,000 0	273,408 51,681 9,092 1,024,326 15,000 25,000	Part of CL 6642 deviate contracts.  FUPA: 2,107  [SL 8910 resident services paid to MCPHS as port Perfevence services agreement (DPH also Links trem Commercial On Budger Workshort  FUPA: 10,142  Ground lease with MCHCO.   Provide additional comments hims, 4 models  5300 per unit per year  Links from Commercial On Budger Workshort  Links from Commercial On Budger Workshort  Links from Commercial On Budger Workshort	Alternative LOSP Spit Replacement Research Deposit Operating Research Deposit Other Required Research Tomposit Other Required Research Tomposit
Inscellaneous Operating and Manfranance Expenses. Sub-total Manfranance & Repair Expenses. Sub-total Manfranance & Repair Expenses. On necess Expe	0 0 56,302 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 217,106 51,861 51,861 771,929 12,000 0 0 24,240 20,000 0 0 56,240 828,169	273,408 51,681 9,092 1,024,326 15,000 30,300 25,000 0 70,300 1,094,626	Part of CL 6642 deviate contracts.  FUPA: 2,207  GL 6910 resident convices paid to MCPHS as port Perhivens services agreement (DPH also Links trem Commercial Cp. Bladger Workshoet  FUPA: 10,142  Ground leaste with MCHCD.   Provide additional comments hum, 4 mediad  5300 per unit per year  UNA from Commercial Cp. Bladger Workshoet  PUPA: 696  Marguep Ref. 50,000  FUPA: 10,838  Tem (Years)  Sepontate 1st Manage Pert 241,197	Alternative LOSP Spit Replacement Research Deposit Operating Research Deposit Other Required Research Tomposit Other Required Research Tomposit
Inschanses Operating and Mantenance Expenses Sub-rotal Maintenance & Repair Expenses Sub-rotal Maintenance & Repair Expenses Sub-rotal Maintenance & Repair Expenses OTAL OPERATING EXPENSES SUB-rotal Expe	243,305  243,305  3,000  0  6,060  5,000  0  14,060	0 0 0 0 217,106 51,861 113(22) 1141 11 12 000 0 0 0 0 0 0 0 0 0 0 0 0 0 0	273,408 51,681 9,092 1,024,326 15,000 30,300 25,000 0 70,300 1,094,626	Part of Cl. 6642 devolate contracts.  FUPA: 2,767  Cl. 6910 readent sorrices gold to ICCPHS as part Perloviews services agreement (DPH also Liefs from Commercial Cp. Budger Workshoot  FUPA: 10,142  Ground losses with MCHCD. Provide additional comments here, 6 needed  3300 per unit per year  Linus from Commercial Cp. Budger Workshoot  FUPA: 486  Manual Part Commercial Cp. Budger Workshoot  Manual Part Commercial Cp. Budger Workshoot  PUPA: 686  Manual Commercial Cp. Budger Workshoot  FUPA: 686  Manual Commercial Cp. Budger Workshoot  FUPA: 686  Manual Commercial Cp. Subject Workshoot  FUPA: 686  Fural Commercial Cp. Budger Workshoot  FUPA: 686  Fural Commercial Cp. Budger Workshoot  Fural Commercial Cp. Budger W	Seporter Services  Attenuite LOSP Self Requirement Seport Conference Seport
Inschanses Operating and Mantenance Expenses.  Sub-rotal Mantenance & Repair Expenses.  Upperfor Services.  OTAL OPERATING EXPENSES  OTAL OPERATING EXPENSES  CENTRECTIONAL Lass Base Rest/Bond Fees  OTAL OPERATING EXPENSES  CONTROLLED BASE OF THE SERVICE OF THE	0 56,302 0 0 243,365 3,000 0 0,000 5,000 0 14,060 257,365 35,641	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	273,408 51,681 9,092 1,024,326 15,000 25,000 0 70,300 1,094,626 262,905	Part of CL 6542 devication contracted.  FUPA: 2,767  GL 6910 resident convices goal to InCPHS as port Particeness convices agreement (IDPH also Liefs from Commercial CDR Budger Worksheet  FUPA: 10,142  Ground lease with MOHCD   Provide additional comments here, if needed  \$500 per unit per viser    Commercial CDR Budger Worksheet   Man DICR   150  Mergape Rate   500  FUPA: 10,838   Temp (resi)  Supportable 1st Mergape Part   21,147  FUPA: 2,603   Suppo	Aborathe LGSP Spit  Aborathe LGSP Spit  Repairment Brewn Dayout  Courting Revers Dayout  Dark Repair Dawns I Typed  Aborathe LGSP Spit  Part Dayout Courting Courting Courting Courting Courting Court Courting Court Court
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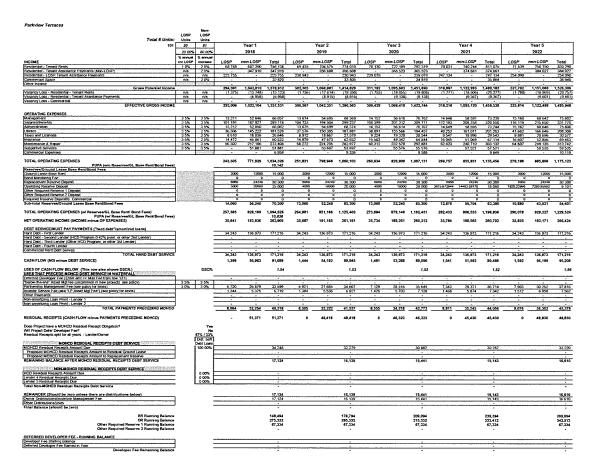
1 of 2

Application Date: 4/19/2018
Total # Units: 101
First Year of Operations (grovide data assuming that Year 1s a full year, i.e. 12 months of operations): 2018

INCOME			
INGOME Residential - Tenant Rents	LOSP	non-LOSP	Approved By (legg)
Residential - Tunant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments	0.00%	- 100 00%	
Commercial Space Residential Parking			
Miscellaneous Rent Income Supportive Services Income	LOSP	non-LOSP	Approvad By (regd)
Interest Income - Project Operations Laundry and Vending	LOSPIESTOSTANIANOS	non-LOSP - management	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Tenant Charges 25999999999999999999999999999999999999	- 17.00 (19.00 (	40929525/243015 <b>20 00%</b>	
Other Commercial Income Withdrawal from Capitalized Reserve (deposit to operating account)	to operating account)	non-LOSP harming life in the	Approved By (regd)
Gross Potential Income Vacancy Loss - Residential - Tenant Rents	j		
Vacancy Loss - Residential - Tenani Assistance Payments Vacancy Loss - Commercial  EFFECTIVE GROSS INCOME	1		
EFFECTIVE GROSS INCOME OPERATING EXPENSES	i		
Management	LOSP STREET, USBNOWN, CHI	non-LOSP	Approved By (regd)
Management Fee Assel Management Fee Sub-total Management Expenses	The second of th		iller mattett i senerallyremetherment et titter.
Salaries/Benefits	LOSP	non-LOSP	Approved By (regd)
Office Salarys (Selectivity) Committees (Selection Selection) Committees (Selection Selection Se	35 00% 35 00% 35 00%	85 00% 85 00% 65 00%	State of Section 1997 and 1997
Health Insurance and Other Benefits Other Salbries/Benefits Administrative Rent-Free Unit	35.00%	65.00%	
Administration Sub-total Salaries/Benefits	330/3	15.00%	
Advertising and Marketing	]		
Office Expenses Office Rent	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being specific accounting system)
Legal Expense - Property	1983 and 1984 and 1990 and 1985 and 19	Alexandra (ministrativa)	Contractable #1000 month agreement an horse 1770
Bookkreping/Accounting Services Bad Debts:	20.00%	non-LOSP 80 00%	tracked at entry level in the project's accounting system)
Miscelaneous Sub-total Administration Expenses Utilities	LOSP et et en et el de la	mod OSP philosophics in	(only acceptable if LOSP-specific expenses are being in the
Outries  Clearing of the process of	20.00%	100 COS	tracked at early level in the busings according system)
Water Gas Sower	1		
Sub-total Utilities Taxes and Licenses	LOSP output liquid and displace	non4.OSP (tip-milition)	Appended By frond collision of the control of the c
Rani Extate Tarre		NON-LOSP	Approved by (regd)
Privial Team  Miscolaneous Texes, Licenses and Permits	35 00%	6500%	santaneona de transces de amendamento presentes.
Sub-total Taxes and Licenses	•		
Property and Liabity Insurance Fidelty Bond Insurance	LOSP	non-LOSP	Approved By (regd)
Worker's Compensation Director's & Officers' Liability Insurance	3500%		Alla dipotas esteri administrativa proportionis.
Sub-total insurance Maintenance & Repair			
Payroll Supplier 12 3 17 20 17 17 17 17 17 17 17 17 17 17 17 17 17	LOSP 20.00%	non-LOSP 80.00%	(only acceptable if LOSP-specific expenses are being tracked at entry level in the polyecific accounting system)
Contracts Garbage and Trash Removal	Philipping philipping	non-LOSP	Approved By (regd)
Socurity Payroli/Contract HVAC Repairs and Maintenance	35 00%	65.07%	
Vehicle and Maintenance Equipment Operation and Repairs  Miscellaneous Operating and Maintenance Expenses			
Sub-total Maintenance & Repair Expenses	LOSP	non-LOSP	Approved By (regd)
Supportive Services Commercial Expenses	0.00%	100 00%	
TOTAL OPERATING EXPENSES			
Reserves/Ground Lease Base Rent/Bond Fees	,		
Ground Lease Base Rent Bond Monitoring Fee	LOSP HEAVEN STREET	non-LOSP	Approved By (regd)
Replacement Reserve Deposit	geste agrand about		ATTENDED TO THE SECOND OF THE SECOND
Operating Reserve Deposit			planning bagli di nasorro ji trist vejsonoja ili om ji Elikso splajen est-
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Ditte Required Reserve 1 Depoted  Chee Required Reserve 2 Topposed  Discourse of Toppose (Toppose Reserved)  Sub-Stolla Reserveds/Topposed Lesse Basic Rentificant Free  TOTAL OPERATING EXPENSES (w/ Rederved)(i) Basic Rentificant Free  TOTAL OPERATING INCOME (BNCOME miss OP EXPENSES)  NET OPERATING INCOME (BNCOME miss OP EXPENSES)  DEET SERVICE/UNIST PLY RAYMENTS ("Nace definition received basic)  Intel Disc. Free Lesses  Hart Disc. Secure Lauder (PLD Proposed)  Laud Disc. Come Topposed (St. Spring Come Zide Come Zide Lesses)	LOSSP	point CoSP /	Approved by froigh
Ditte Requised Reserve 1 Deposed  Chief Requised Reserve 2 Deposed  Reserve 2 Deposed Reserve	LCSP	non-LCSP /3 1/2 and [5/2]	Account by treat
Ditte Required Reserve 1 Deposed  Chief Required Reserve 2 Telegoria  Reserve 2 T	LOSSP	non-LOSP / 11/10/10/10/10/10/10/10/10/10/10/10/10/1	Approved by tread
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Ditte Required Reserve 1 Deposed  Chief Required Reserve 2 Telegoria  Reserve 2 T	LOSP 2% pent, or other 2nd London n, or other 3rd London	A MARINER REPORT OF THE PROPERTY OF THE PROPER	regerings of the Security 1889 and 60 enterlays projective 2000 and 60 enterlays projective 2000 and 60 enterlays and 60 ente
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Ditte Requised Reserve 1 Deposed  Chief Requised Reserve 2 Deposed  Reserve 2 Deposed Reserve 2 Deposed  Reserve 2 Deposed	LOSP 2% pent, or other 2nd London n, or other 3rd London	A MARINER REPORT OF THE PROPERTY OF THE PROPER	regerings of the Security 1889 and 60 enterlays projective 2000 and 60 enterlays projective 2000 and 60 enterlays and 60 ente
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Ditte Required Reserve 1 Deposed  Chee Required Reserve 2 Deposed  Required Events 2 Deposed  Required Events 2 Deposed  Sub-folial Reserves/Ground Lease Base Rent/Blond Feet  TOTAL OPERATING EXPENSES of Pickenves/CL Base Rent/Blond Feet  NET OPERATING INCOME (BNCOME menus OP EXPENSES)  DEET SERVICE/MUST PAY PAYMENTS (I hand dest/monotized bases)  DEET SERVICE/MUST PAY PAYMENTS (I hand dest/monotized bases)  Heard Deet. Free Lowers  Lower Commercial Commercial Commercial Commercial Lower Bases  TOTAL HARD DEET SERVICE/  CASH FLOW (NOT manus DEBT SERVICE)  COMMERCIAL TOTAL HARD DEET SERVICE  LOWER OF COMMERCIAL TOTAL PROPERTY OF THE PAYMENT	COS gent or other 2nd Lender	September 1998 and 19	Agreemed By (rings)
Ditte Regulard Reserve 1 Deposed  Chee Regulard Reserve 2 Telegord  Required Reserve 2 Telegord  Regulard Reserve 2 Telegord  Rese	LOSP (CS) permit or other 20st Lender or other 20st	September 1998 and 19	Agreemed By (rings)
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Date Required Reserve 1 Chrond Date Required Reserve 2 Telepool Required Reserve 2 Telepool Required Reserve 2 Telepool Required Reserves 2 Telepool Sub-folial Reserves/Ground Lease Base Rent/Bond Feet TOTAL OPERATING EXPENSES of Reference(). Base Rent/Bond Feet NET OPERATING INCOME (INCOME INCOME INCOME). NET OPERATING INCOME (INCOME INCOME). Base Rent/Bond Feet) DEBT SERVICE/MUST PAY PAYMENTS (Included Servimentored Usins). Half DEBT SERVICE/MUST PAY PAYMENTS (Included Servimentored Usins). Half DEBT SERVICE/MUST PAY PAYMENTS (Included Servimentored Usins). Half DEBT SERVICE/MUST PAYMENTS (Included Servimentored). All DEBT SERVICE/MUST PAYMENTS (Included Servimentored). All DEBT SERVICE/MUST PAYMENTS (Included Servimentored). All DEBT SERVICE/MUST PAYMENTS (Included Servimentored). MUST DEST CASH FLOW BELOW (The Township Servimentored). MUST DEST CASH FLOW BELOW (The Township Servimentored). MUST DEST CASH FLOW BELOW (The Township Servimentored Servimentored). MUST DEST CASH FLOW BELOW (The Township Servimentored). MUST DEST CASH FLOW (The Township Servimentored). MUST DEST CASH FLOW (The Township Servimentored). MUST DEST CASH FLOW (The Township Servimentored). MUST PROSECUE ON SERVIMENTORY SERVICE/MUST SERVIMENTORY (Included Servimentored). MUST PROSECUE ON SERVIMENTORY SERVIMENTORY (Included Servimentored). MUST PROSECUE ON SERVIMENTORY SERVIMENTORY SERVIMENTORY SERVIMENTORY SERVIMENTORY. MUST DEST CASH FLOW (The SERVIMENTORY SERVIMENTORY). MUST DESCRIPT SERVIMENTORY SERVIMENTORY SERVIMENTORY. MUST DESCRIPT SERVIMENTORY SERVIMENTORY. MUST DESCRIPT SERVIMENTORY SERVIMENTORY. MUST DESCRIPT SERVIMENTORY. MUST DESCRIPT SERVIMENTORY SERVIMENTORY. MUST DESCRIPT SERVIMENTORY. MUST DESCRIPT SERVIMENTORY SERVIMENTORY. MUST DESCRIPT SERVIMENTORY. MUST DESCRIPT SERVIMENTORY. MUST DESCRIPT SERVIMENTORY. MUST DESCRIPT SERVIMENTORY. M	LOSP (CS) permit or other 20st Lender or other 20st	September 1998 and 19	Agreemed By (rings)
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Date Required Reserve 1 (Decord Chem Reserve Reserve 2 (Decord Chem Reserve Reserve Chem Reserve Reserve Chem Reserve Reserve Chem Reserve Reserve Chem Reserve Chem Reserve Reserve Chem Reserve Reserve Chem Reserve Rese	LOSP (CS) permit or other 20st Lender or other 20st	September 1998 and 19	Agreemed By (rings)
Dies Regulard Benevo 1 (Decod.  Dies Regulard Benevo 2 (Decod.  Dies Decod.	LOSP (CS) permit or other 20st Lender or other 20st	September 1998 and 19	Agreemed By (rings)
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Dies Regulard Benevo 1 (Decod.  Dies Regulard Benevo 2 (Decod.  Dies Decod.	LOSP (CS) permit or other 20st Lender or other 20st	September 1998 and 19	Agreemed By (rings)

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#### MOHCD Proforms - 15-Year Cash Flow Summing



#### MOHCD Proforms - 15-Year Cash Flow Summary

Property	Parkview Terraces		Non-															
19	Total # Univ		LOSP															
		1 20	81						T			T			I			
Company   Comp		% arrest	% arrus															
Second   Print   Pri	Residential - Tenant Rents	1.0%	2.5%	72,255	777,719	849,974	10SP 72,977	797,162	870,139	23,707	817 091	890 798	10SP 74 444	837.518	911.962		858 456	933 645
Control   Cont	Residential - LOSP Tenant Assistance Poyments	n/a	rt/a	258,510	393,628	258,510	268,412	403,469	268 412	278 448	413 555	278 448	282,761	423,894	292.761	299 127	434 492	299 127
Common   C	Other Income	assessment at	usakusiy	332.889	1,179,844	· ·	343.567	1.209.340		354.387	1.239.574		369.493	1.270.563		376.660	1.302.327	
## Part	Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a	(1,806)	(19 443)	(21.249)	(1.824)	(19.929)	(21 753)	(1.843)	(20 427)	(22.270)	(1.861)	(20,935)	(22,799)	(1.880)	(21 461)	(23.341)
Management   15th   1	Vectincy Loss - Commercial EFFECTIVE GROSS INCOM	n/a E	n/a	331,093	1,150,561	1,530,552	341,743	1,179,325		352,545			367,632		(20,788) 1,639,144	374,781	1,270,004	1,699,596
State   Common   Co	OPERATING EXPENSES	1 244	1 560 1	******	e2.7/.	70 446	40.740							20.186				
March   1986	Satanes/Benetits	3.5%	35%	120 184	223,198	343 382	124 390	231,010	355 400	128 744	239,095	367,839	133,250	247.464	380,713	137,913		394 038
1985   1985	United		35%	43,120	172 479	215,598	44,629	178,515	223,144	46,191	184,763		47,808	191 230	239,038	49 481	197 973	247,404
Second	insurance	35%	35%	17.185	54,706	71 894	17.790		74.411	18 413	58.602	77.015	19,057	60,653	79 710	19.724	62 776	82 500
Part	Supportive Services	35%	35%	66 869		61 618	69.209	266 879 63 775	63.775	71 631		66 007	74 138		68,317	76,733		70.709
Purple   P		L	Implement				-					7,0,000					·	
Second International Control International	PUPA (wio Reserves/GL Base Rent/Bond Fee	1		288,970	916,809	1,216,177	299,084	948,897	1,250,669	309,552	982,109	1,302,648	320,386	1,016,482	1,348,166	331,600	1,052,059	1,395,277
State   Stat	Ground Lease Base Rent	154,000	West of	3000	12000	15,000	3000	12000	15,000	3000	12000	15,000	3000	12000	15 000	3000	12000	15 000
Commonweign	Replacement Reserve Deposit	1	9		24724 8	30,906		25219.296		6430.92048	25/723 66192		6209 53659	26738 10006		6660 725967	26762 91867	33,454
Column   C	Other Required Reserve 1 Deposit	1		0	0137.328300	7,672	2011399036	0	0	2274770223	0	11,374	2200204	D 00 00 00 00	11,465	2313 423013	0	0
Total OPERATING EXPRESSED   Fragment City Law Francisco   La	Required Reterve Deposits, Commercial					ő	0	0				Ö			0	0		0
NET OFFICATION CONCINE (PACCAGE) (PA					-2,502	,		,	00,002		,	,		,	,			
March   Sept		•)			,						.,							
MAIN   1967   1976					100,000					37.247	***************************************	201,200	33,300	113,122	131,000	31,177	100,020	244,235
New   Control	Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pyint, or other 2nd Lender)	7	:	34 743	136 973	171 216	34,243	136,973	171 216	34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,216
TOTAL NAME DEET SETTING:    Major   Ma	[Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	7	-	- :	-	-												
USBS OF CASH FLOW BLOW (This war size above DECRY)   DSCR   1.42	Commercial Herd Debt Service TOTAL HARD DEBT SERVIC	Ē	-	34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,216
1865 TIME PROCECULA RECORDING REPORCE NEW PATERINAL   1867				(2,846)	53,917		(2,901)	48,189		(2,956)	42,903		1,146	39,149		(3,067)	32,955	73,083
Total Content Asset Mark the incommon inner deposits on pages 2 persons   1,000   2,	USES THAT PRECEDE MOHCO DEST SERVICE IN WATERFALL	2	DSCR:			1.52			1.5			1.47			1.35			1.43
Interest Interest   Interest	"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)			4,856	19,424	24 280	5,026	20,104	25 130	5.202	20 807	26 009	5.384	21 536	26.920	5,572	22,289	27,862
	Investor Service Fee (ake "LP Asset Mgt Fee") (see policy for amus)	30%	30%				<u> </u>	·				:_	- :	:		<del>:</del>	<u>-</u> -	<u>-</u>
## 15.00   A 25   A 25	Non-amortzing Loan Print - Lender 1	_	-		<del></del>	— <del>;</del> —	<del></del>		<u>-</u>		<del></del>	<del>:</del>					<u>:</u> -	<u>:</u> _
Dee Proposit Dec Report Record Record Colognator   Yes   Washington Record Colognator   Yes   Washington Record Colognator   Yes   Washington Record Recor	TOTAL PAYMENTS PRECEDING MORCE	4		4,856	19,424	24,280	5,026	20,104	25,130	5,202	20,807	26,009	5,384	21,536	26,920	5,572	22,289	27,862
Wai Proposed Developer Feet   Proposed Dev	RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				65,301	65,301	0	59,793	59,793	0	54,727	54,727	0	33,564	33,564	(0)	45,221	45,221
### ASSAM 39 862 8645 22 390 NS 117    MONTO Respond Record Assacration Law Presentation Conference   100 000	Wil Project Deler Developer Fee?		No 67% / 33%															
Proposed In CVC) Transact Recognition of termsact Committee and CVC   Transact Recognition   Transact Recognitio	NOHCO RESIDUAL RECEIPTS DEBT SERVICE	4	Debt Loans			43.534			20 862		.,	26 404						20.147
### AREAMOND EARLY AND EARLY E	Proposed MOHCO Residual Recepts Amount to Residual Ground Lease	1	1			43 534			39 562			30.463			22.376			30,147
CDR reside through Aceser Dec.	REMAINING BALANCE AFTER MONCO RESIDUAL RECEIPTS DEBT SERVICE	-	l			21,767			19,931			18,242			11,188			15,074
Composition	HCD Residual Receipts Amount Due	2		-														
### 15,000   27,100   15,000	Lender 5 Residual Recepts Due Lender 5 Residual Recepts Due	=							:	-		- :						
Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 19,907 18,242 11,188 15,004 (Owner Databusativitemine Management Fee 27,707 18,242 11,188 11,18						-			•			•						-
(One International Control of Con	Owner Distributions/Incentive Management Fee	3	-						19,931 19,931									
PD Province Polices 200 PD 200	Citier Distributions/Uses Final Batence (should be zero)	J	-			:						-						<del></del>
10 Valuation 200,000 252 (24 36-22) 297,076 450,550	RR Running Balance	•				300,600			332,124			364,279			397,076			430,530
OR Running Blauters 50-1,85 501,95 501,26 27,517 38,098 384,695 501,000 501,00	Other Required Reserve \$ Running Balance	•							360,243 67,334			371,617 67,334						394,665 67,334
OFFERRED DEVELOPER FEE - RUNNING BALANCE		-				•			•			-			•			•
Developer Fee Starting Squance	Developer Fee Starting Seance Deterred Developer Fee Earned in Year	7							<del></del>									
Developer Fee Extraouri Fea	Developer Fee Remaining Balance	₹	-						<del></del>			÷						÷

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#### MOHCD Proforms - 15-Year Cash Flow Summary

The field of the property of t	Parkview Terraces																	
19	T																	
Marche   Marcha   Marche   Marcha   Marcha   Marcha   Marche   Marche   Marcha   Marcha   M						- 1						T						
Common   C					-													
Company   Comp	Residential - Tenant Rents	1.0%	25%		879.918	955 858		901,916	978 616		974,463	1,001,930	LOSP 78,242	947,575	1,025,817		971 264	1 050 288
Second	Kesidontal - LOSP Timant Assistance Primients	n/a	rua .	314,509	445.354	314,509	321,490	456,458	321 490	333,288	467,900	333,288	345,511	479,597	345 511	358.182	491 587	356 182
Commonweign	Other Income	n/a	30%															
1	Vacancy Loss - Repidential - Tenant Rents				(21,998)	(23,896)		(22 548)	(24 465)	(1.937)	(23,112)	(25,048)	(1.956)	(23 689)	(25,645)		(24,282)	(26,257)
SETTINGS   15   15   16   17   17   17   17   17   17   17		0/8		390 955		(22 054)	398.736			411,343			424.384			437,883	1,436,893	
Second   1	OPERATING EXPENSES																	
Section   19	Salanes/Benefits	3.5%	35%	142,740	265 089	407 830	147,736	274.367	422 104	152 907	283 970	436 877	158,259	293,909	452,168	163,798	304 196	467.994
150   150	Utilities	35%	3.5%	51,213	204,851	256 063	53,005	212,929	265 025	54 860		274 301	56 780	227 121	253 902	58 768	235 071	293 838
Section   19	Insurance	3.5%	3 5%	20 414	64.973	85,388	21,129	67,248	38 902 88,376	21,868		91 470	22,634	72,037	94.671	13,938 23,426	74.559	97.984
March   Company   Compan	Maintenance & Repair Supportive Services		35%	79,419		73 183	82.199		75,745	85 076	328 063 78 396	413 138 78 396	85,053	339.545 81,140	81 140	91 135	351 429 83 980	\$3,980
The proper prope	Commercial Expenses	L	1000000000	•	-							10,111				· · · · · ·		
County   C	PUPA (wio Ruserven/GL Base Rent/Bond Fees)	,		343,206	1,088,881	1,444,037	355,218	1,126,992	1,484,503	367,650	1,166,437	1,546,736	380,518	1,207,262	1,600,797	393,835	1,249,516	1,656,751
	Ground Louise Base Kent			3000	12000	15,000	3000	12000	15,000	3000	12000	15,000	0	. 0	15,000	0	0	
Company   Transport   Transp	Replacement Reserve Deposit						8961 635146 2491 256112	27844 14050 9965 037249		7100.255849 2582.107431	28401.0234 10020.42973	36.501 12.911	7242.250966 2669.164821	28969 04386 10076 65928	36,211 13,346	7367.106185 2780.320609	26648 42474	36 936 13 802
Total Appendix Comment   Service	Other Required Reserve 1 Deposit			0	. 0	0	0	9	0	0	9	<u>°</u>		- 0	0	0	9	0
TOTAL OPERATING EXPENSES (or Reservoired II base fixed band freely take fixed fixed freely take fixe	Required Reserve Deposit/s, Commercial			12 217	40.060	0 51 086	12.452	49 809	62 261		50 729	63.412	12.911	51.545	0 64.557	13 147	52.590	
## 164.00   194.00						,								1,258,908	1,665,355	406,984		
March   Marc	PUPA (w/ Reserves/GL Base Rent/Bond Fees)				184,004	221,929	31,066		234,296	31,010	150,489	228,555	30,955	142,938	222,300	30,899	134,786	215,496
MACE   1897   17/206																		
Section   Process   Proc	Friard Debt - First Lender	1		34,243	136 973	171.216	34 243	136 973	171,216	34 243	136,973	171,216	34.243	136.973	171,216	34,243	136 973	171.716
March   Marc	Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	1			- :	- :	- :		<del></del>				-		:			
USES OF CASE FLOW SECURITY OF SECURITY PROJECT SERVICE STREET SE	Commercial Hard Debt Service TOTAL HARD DEBT SERVICE	3		34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,216	34,243	135,973	171,216
High Test Procedure Review Designation (1997)   1997   1	CASH FLOW (NO! minus DEBT SERVICE)			1,289	27,031	50,713	(3,177)	20,523	63,080	(3,233)	13,516	57,338	(3,288)	5,966	51,092	(3,344)	(2,188)	44,280
Section   Continue	USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL.		DSCR:			1.3			1.37			1.33			1.3			1,26
Transport For (and T. France) For (and T. Fr	"Selow-the-line" Asset Mid fee (uncommon in new protects, see policy)	3 5%	35%	5.767	23 070	28,837	5,969	23,877	29 846	6 178	24.713	30,891	6,394	25 578	31,972	6 618	26 473	33 091
Section   Company   Comp	Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgf Fee") (see policy for limits)	30%	30%	<del>-</del>		<u>:</u>		<u> </u>	-:			:	-				<u>-</u>	
## PATE OF THE PATE PROCESSION WHO PATE PATE PATE PATE PATE PATE PATE PATE	Non-amortzing Loan Front - Lender 1			-		<del>:</del>		:		<u> </u>	<u> </u>				:			<u>:</u>
The Process	Non-amortizing Loan Printi - Lender 2  TOTAL PAYMENTS PRECEDING MOHCD	J	-	5,767	23,070	28,837	5,969	23,877	29,846	6,178	24,713	30,891	6,394	25,578	31,972	6,612	26,473	33,091
Will Produce   Product   Management   Mana	RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MONCO)			0	21,875	21,875	0	33,233	33,233	0	26,448	26,448	0	19,119	19,119	0	11,189	11,189
Residual Recepts Sent for all years - Investor Owner   Residual Recepts Sent for all years - Investor Owner   Live   Li	Does Project have a MOHCD Rejudual Receipt Obligation?		Yes															
Dest Const.   Testage Records Assemble Record Rec	Will Project Deter Developer Fee? Residual Recepts spirt for all years, - Lender/Owner		67% / 33%															
Process to SCHE (Indiand Encourage Amena to Residual Control Lease	MONCO RESIDUAL RECEIPTS DEBT SERVICE	i	Debt Loans			14 184			22 100			17 (612			12 746			7 459
PERAMANE BALANCE AFFER MODE DEST SERVICE   7,792   11,074   8,416   6,379   3,770	Proposed MCHCD Residual Receipts Amount to Residual Ground Lease	1									•	17,000						
Comparative production   Comparative product	REMAINING BALANCE AFTER MOHCO RESIDUAL RECEIPTS DEBT SERVICE	,			***************************************	7,292			11,078			8,816			6,373			3,730
Control Reposts (Decepts Dutic   Control Reposts (Decepts Dutic   Control Reposts (Decepts Dutic   Control Reposts Decepts Dutic   Control Reposts Decepts Dutic   Control Reposts Decepts Dutic   Control Reposts Decepts D	HCD Resignal Recents Amount Due	1	0,00%						-									
Total New Notice CR Persignal Receipte Data Service	Lender & Residual Recents Due	:	0.00%			- :-			<del>:</del>						<u>-</u>			-:
Count Dissipation (Count Dissi	Total Non-MOHCD Residual Receipte Debt Service	-				-			•			-						
Climer   Districtions/Vision	REMAINDER (Should be zero unless there are distributions below)  Owner Distributions/incentive Management Fee	1													6,373 6,373			
	Other Distributions/Uses Final Balance (should be zero)	]				:			_=								-	
	RR Running Balance					464,653			499,458									
Other Required Reserve 1 Running Balance 67,334 57,334 57,334 57,334 57,334	OR Running Balance Other Required Reserve 1 Running Balance					406,628 67,334			419,085 67,334			431,995 67,334			445,341 67,334			459,143 67,334
Other Required Reserve 2 Running Balance						-						-			-			•
DEFERRED DEVELOPER FEE : RUNNING BALANCE Developer For String Balance Developer For String Balance	Developer Fee Starting Balance	1													·			
Deterred Developer Fee Earned in Your Developer Fee Remaining Balance	Determed Developer Fee Earned in Year  Developer Fee Remaining Balance	,				<del>-</del> -												÷

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### Exhibit C – Legal Description of Real Property

THE PROPERTY REFERRED TO IN THIS AGREEMENT IS A LEASEHOLD ESTATE IN THE PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

All that certain parcel of land, being a portion of the lands described in that certain Director's Deed (Quitclaim) from the State of California to the City and County of San Francisco recorded January 16, 2001 in Reel H804 at Image 0167, being also the combined whole of those three (3) individual certain contiguous parcels of land, the first described in that certain Grant Deed (Individual) from Arline Miller Rolkin, a widow, to the State of California recorded Oct. 10, 1956 in Volume 6933 at Page 27 (also known as Deed No. 15783), the second described in that certain Grant Deed (Individual) from Faye Holiday, a widow, the State of California recorded Sept. 16, 1955 in Volume 6696 at Page 193 (also known as State Deed No. 15784), and the third described in that certain Grant Deed (Individual) from Benjamin Fireman, a widower, to the State of California recorded Feb. 18, 1957 in Volume 7013 at Page 20 (also known as State Deed No. 15785), all instruments recorded in the Official Records of the City and County of San Francisco, situate on the northerly side of Elm Street, on the easterly side of Gough Street and on the southerly side of Turk Street in the City and County of San Francisco, and more particularly described as follows:

"Beginning at the point of intersection of the southerly line of Turk Street and the easterly line of Gough Street; running thence easterly and along said line of Turk Street" 137.50 feet; "thence at a right angle southerly 120 feet to the northerly line of Elm Street; thence at a right angle westerly along said line of Elm Street" 137.50 feet "to the easterly line of Gough Street; thence at a right angle northerly along said line of Gough Street 120 feet to the point of beginning."

Being part of WESTERN ADDITION BLOCK NO. 135.

And containing an area of 16,500 square feet, more or less.

Assessor's Parcel Number Block 761, Lot 29.

# **Exhibit D - LOSP Client Selection Criteria**

# 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	GRANTEE]:	
BY:		 
NAME:		
TITLE:		 
DATE:		 

# EXHIBIT G – ANNUAL MONITORING REPORT

# Mayor's Office of Housing and Community Development

City and County of San Francisco



Mark Farrell
Mayor

Kate Hartley
Director

### March 19, 2018

# Notice of Availability of 2017 Annual Monitoring Report Form

(plus reminders of Serious Incident Protocol and marketing procedure)

MOHCD is pleased to announce the availability of the Annual Monitoring Report (AMR) forms for Reporting Year 2017 (RY2017). The forms are now available to 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 12, 2018 from 9:30 a.m.-12:15 p.m. See below for more information.

<u>Deadline</u>: For projects whose business year ended December 31, 2017, the report will be due on May 31, 2018 for the period 1/1/17-12/31/17. For any projects whose 2017 business year ended or will end on different dates than those above, the report will be due 5 months from the last date of that business year.)

Submissions for RY2017 and any outstanding reports from prior reporting years will be accepted only in the RY2017 format.

#### **Completion and Submission Instructions**

The Annual Monitoring Report consists of the following four parts:

I. <u>AMR\_RY2017 – project name.xlsx</u> – This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

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

Provide all applicable information that is requested in worksheets 1-7. Use the Instructions to 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\_RY2017.xlsx without MOHCD's prior approval is not allowed. Do not

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 Notice of Availability of 2017 AMR and Reminder of Deadline March 19, 2018 Page 2

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. Owner Compliance Certification Form and Documentation of Insurance — 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 2017. 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 "<u>Audit Requirements for MOHCD-Funded Projects</u>" 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.

MOHCD's audit requirements call for the preparation of a supplemental section to the financial statements that includes the following for each MOHCD-funded project:

- schedule of operating revenues,
- schedule of operating expenses,
- · computation of cash flow/surplus cash
- summary of project reserve activity

The supplemental section may be prepared by using worksheet #7 of the AMR or a form generated by the accounting system of the project owner or the auditor.

IV. Waiting List – 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.

## AMR Training - April 12, 9:30 a.m.-12:15 p.m.

To facilitate completion of the AMR by project sponsors, MOHCD will conduct a training on from 9:30 a.m. to 12:15 p.m. on Thursday, 4/12, in our office at 1 South Van Ness Avenue, 5<sup>th</sup> Floor, Room 5080. We strongly encourage the primary staff person who is responsible for completion of the report to

Notice of Availability of 2017 AMR and Reminder of Deadline March 19, 2018
Page 3

attend and to bring a Wi-Fi enabled lap top computer. 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
- · 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

# Marketing of 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 <u>Marketing Plan Template</u> 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>

#### Asset Management and Compliance Monitoring Team

Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, 5<sup>th</sup> Floor San Francisco, CA 94103 <a href="http://sf-mohcd.org/">http://sf-mohcd.org/</a> P. 415-701-5500 F. 415-701-5501

# Annual Monitoring Report - Instructions - Reporting Year 2017 - 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 1/25/2018

### 1A. Property & Residents

Please follow the instructions provided on the worksheet.

## 1B. Transitional Programs Only

Use this worksheet to report the activity only of a transitional housing program, including program capacity, number of people served, length of stay and destination upon exit. Please follow the instructions provided on the worksheet.

#### 1C. Eviction Data

MOHCD is required to collect this data by San Francisco Adminstrative Code Sections 20.500-20.508. 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.

<u>5140 Commercial Unit Rents.</u> 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.

<u>5400 Interest Income - Project Operations.</u> 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.

5920 Tenant Charges. 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.
- 6790 Miscellaneous Taxes, Licenses and Permits. 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.
- 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.
- 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.
- 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. Household Rent Burden. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE. If the rent burden is 100% or greater, it is likely that the amount of tenant paid rent and/or the amount of HH income is incorrect, please review the data for accuracy. Typically, rent burdens should be 60% or less. If a unit has a rent subsidy, the typical requirement is for tenants to pay 30% of income toward rent.
- V. 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.
- W. 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.
- X. 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 Vietnam.
- · 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

Gender, Sex at Birth, and Sexual Orientation/Sexual Identity: on June 30, 2017, MOHCD published and distributed a Notice regarding new requirements to collect this demographic data. Click this cell to review the Notice if you have any questions about this.

Gender. Provide info for the Head of Household. The 8 possible answers for Gender are:

- Female
- Male
- Genderqueer/Gender Non-binary
- Trans Female
- Trans Male
- Not listed
- · Declined/Not Stated
- Question Not Asked

**Sex At Birth.** Provide info for the Head of Household. The 5 possible answers for Sex at Birth are:
• Female

- Male
- Decline to Answer
- Not Stated
- Question Not Asked

Sexual Orientation / Sexual Identity. Provide info for the Head of Household. The 7 possible answers for Sexual Orientation / Sexual Identity

- Bisexual
- · Gay /Lesbian/Same-Gender Loving
- · Questioning /Unsure
- · Straight/Heterosexual
- Not listed
- · Decline to Answer
- Not Stated

**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

 $http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH\_ProgIncomeOverview.pdf with the programmed control of the programmed control$ 

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://sfmohcd.org/sites/default/files/Documents/CURRENT%20OperatingFeesPolicy%202016.pdf

Annual Monitoring Report - Property & Residents - Reporting Year 2017 - Mayor's Office of Housing & Community Development									
# IDENTIFYING IN									
1	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	PROPERTY/MARKETING INFO	Is the project any of the following: Transitional Housing, Residential Treatment Program, Shelter or Transitional Group Home? (select "yes" or "no" from the drop-down menu to the left.) If you answer "yes", skip questions 26 through 39 below, and continue with question 40. Also, you must complete worksheet "1B.TransitionalProg."										
	What is the Unit Mix for the Property? Please	e include any manager's units in this tally.										
	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 Plan. If not defined there, supply the standards used organization-wide.						
26	Single Room Occupancy (SRO) Units			1								
27	Studio Units			The parameter of the pa								
28	One-Bedroom (1BR) Units			1								
29	Two-Bedroom (2BR) Units			670								
30	Three-Bedroom (3BR) Units	_										
31	Four-Bedroom (4BR) Units		· · · · · · · · · · · · · · · · · · ·									
32	Five- or More (5+BR) Bedroom Units			100								
33	TOTAL # Units	>	0	L								
34			during the re report here i	- How many vaca eporting period? ( is not less than the I on worksheet 3.	Be sure that the number of v	ne number you						
35			reporting ye calculated fr You must c transitional I	How many eviction ar? (This data in the data that the complete workshe thousing, a residentransitional group	this field is audis entered on vertical treatment	tomatically worksheet 1C. he project is						
36		Vacant Unit Rent-Up Time - (in DAYS) State the average vacant unit rent-up time. This is the period from the time a household moves out to when the unit is rented again. If this period exceeds 30 days, you must answer Question # 4 on the Narrative worksheet. (Click on # 4 at left to jump to Narrative worksheet.)										
37			Waiting Lis waiting list?	t - How many ap	plicants are cu	rrently on the						
38			When was t	he waiting list las	t updated? (m.	/уууу)						
39		 \$ #	the project of marketing d Question #5	Marketing - Did during the reporting the reporting on the Narrative to Narrative work	ng period? If y g period, you r worksheet. (6	ou conducted must 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 <b>Health</b> , <b>Building or Housing Code Violations</b> 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	e #	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 <b>Immediate Capital Needs</b> 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 Accessible to Visually Impaired Tenants?
50		As of the last day of the reporting period, how many units were fully Accessible to Hearing Impaired Tenants?

	available to the residents free of charge,	QUIRED FOR questions 51-61. Indicate below any services that were on site or at another designated location within 1/4 mile of the project. You about each of the marked services below on Worksheet "6.Services"
51	i	After School Program/s (y/n)
52		Licensed Day Care Service (participant fees are allowable for day care ONLY) (y/n)
53	,	Youth Program/s (y/n)
54		Egg Educational Classes (e.g. basic skills, computer training, ESL) (y/n)
55		Health and Wellness Services/Programs (y/n)
56		Employment Services (y/n)
57		Case Management, Information and Referrals (y/n)
58	1	Benefits Assistance and Advocacy; Money Management;  Financial Literacy and Counseling (y/n)
59		Support Groups, Social Events, Organized Tenant Activities (y/n)
60		Other Service #1 - Please specifiy in column G.
61		Other Service #2 - Please specifiy in column G.

### 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	ıal Mon	itoring R	eport - Tran	sitional Pro	grams -	ng Year 2017 -	Mayor's Office of Housing & Community Development
Project Addre	ess:				40.46		
		: What is	the target ca	apacity of this	s project	nks in this section	on must be filled with a number of "0" or greater in order for the
orksheet							
	Num	B. Num	C1. Num	C2. Num	D. Num		
Sing in Fa	gles Not amilies	Families	Adults in Families	Children in Families	of Beds		
"	411,11100						
1							
2					Total He	(Singles and Fa	milies) That Can Be Served
ersons S	Served	Durina O	perating Ye				h a number of "0" or greater in order for the worksheet to be
omplete.)							
	Num lies Not	B. Num Families	C1. Num Adults in	C2. Num Children in			
	amilies	rannes	Families	Families			
3						ay of operating yea	
5						orogram during the (Singles and Fa	
6	Ť					rogram during the	
	0	0	0	0			of the operating year
8	ò			(4. (E.)			he last day of the operating year
9			<-Capacity	Utilization Ra		s of last Day of C	
the Capac	city Utiliz	ation Rate	is LESS than	1 75% you mu	st respon	ollowing:	
10			****		1. Expla	on(s) why the cap	acity utilization rate is as low as it is; <b>and</b>
11 ength of S	Stav:	For the 0 ho	ouseholds that	LEFT the proc	ıram durin	ating year, how m	ity utilization rate to at least 75%, with specific timeline.  any were in the project for the following lengths of time? (Total in cell H2)
		should mate	ch total of cells	s H14 + I14. AL	) blanks in	in must be tilled w	ith a number of "0" or greater in order for the worksheet to be complete.)
12		Less than 1	A		_		
13		1 to 2 mont			4		
15		3 - 6 month 7 months -1		· · · · · · · · · · · · · · · · · · ·	-		
16			- 24 months		1		
17		25 months -	- 3 years		]		
18	0	TOTAL # H	IH's that left t	he program	E .		
estination	ı:	For the 0 he should mate	ouseholds repo ch total of cells	orted to have L s H14 + I14. Al	EFT the p I blanks in	ring the operating on must be filled w	year, how many left for the following destinations? (Total in cell H53 ith a number of "0" or greater in order for the worksheet to be complete.)
19	26000000000000000000000000000000000000	Rental - Ho	use or Apartm	ent (no subsid	<u>, , , , , , , , , , , , , , , , , , , </u>	\$1555	
20		Public Hous	sing				863 363
21		Section 8 V				PERMANENT	
22 23		Subsidized Homeowne		e or apartment		EZ.	
24			ith family or fr	iends			
	0		nt Housing St			Alternation of State (1885)	we.
26		Transitiona	l Housing for h	nomeless perso	ons	ONAL	
27		Moved in w	ith family or fr	iends TEMPO	RARILY	TRANSITIONAL	
28	0	Transitio	nal Housing S	Subtotal	ne rideside	i despitati (Storgova)	The state of the s
29		Psychiatric				1	<del></del>
30		<del> </del>		drug treatment	t facility		
31		Jail/Prison	COLOR OF DESIGN	y o caunen		INSTITUTIONAL	
32		Medical Fa	cility		-		
	0		nal Subtotal	andepos a composi	Silver and	Copi <b>≤</b> (	200
				asineska i Brogađaja.	-51 - 75±, \$1		
34		Emergency		bab's-st-	/o. at-	————— ec	
35		Unknown	meant for hum	nan habitation	e.g. stree	ОТНЕК	
37		Other				——————————————————————————————————————	Audi Santa Andre
	0.457	Other Sub		-8040 (1237A)	i fri ottarit	enterentario de la constanta d	ta.
39	0	TOTAL# F	lH's that left t	he program	0.016		

	Annu	al Monitoring Report - Eviction Data - Reporting Year 2017 - Mayor's Office of Housing & Community Development
Project	Address:	
This sect	on of the AMR mu	ist be completed for all projects, except for transitional housing or residential treatment services.
Number		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.
		olds in the project who received Notices of Eviction during the reporting period for each of the following reasons:
	e than one rea	ison applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
3		Breach of Lease Agreement Capital Improvement
4		Condo Conversion
5		Demolition
7		Denial of Access to Unit  Development Agreement
8		Development Agreement
9		Failure to Sign Lease Renewal
10		Good Samaritan Tenancy Ends Habitual Late Payment of Rent
11		Hadutual care Faynien to Rent
13		Lead Remediation
14		Non-payment of Rent
15 16		Nuisance Other
17		Öwner Move In
18		Roommate Living in Same Unit
19 20		Substantial Rehabilitation Unapproved Subtenant
21	DHE O REEL	Total number of households who received Notices of Eviction
2.000000200		
		I detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons:
22	e man one rea T	ison applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).  Breach of Lease Agreement
23		Diedzii di Ledae Agriedinenii
24		Condo Conversion
25		Demolition
26 27		Denial of Access to Unit  Development Agreement
28	<del> </del>	Development Aggletinent
29		Failure to Sign Lease Renewal
30		Good Samaritan Tenancy Ends
31		Habitual Late Payment of Rent Illegal Use of Unit
33		Lead Remediation
34		Non-payment of Rent
35		Nuisance
36 37		Other Owner Move In
38		Roommate Living in Same Unit
39		Substantial Rehabilitation
40	gidantion: • esticisedo	Unapproved Subtenant
41	0	Total number of unlawful detainer actions filed
		olds evicted from the project during the reporting period for the each of the following reasons:
	e than one rea	ison applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
42		Breach of Lease Agreement
43	<b></b>	Lapital improvement Condo Conversion
45		Demolition
46		Denial of Access to Unit
47		Development Agreement Ellis Act Withdrawal
48		Edis Act Willialawai Failure to Sign Lease Renewal
50		Good Samaritan Tenancy Ends
51		Habitual Late Payment of Rent
52 53		Illegal Use of Unit Lead Remediation
53		Lead remediation Non-payment of Rent
55		Nuisance
56		Other
57 58		Owner Move In Roommate Living in Same Unit
58	<b></b>	Roominate Living in Same Unit. Substantial Rehabilitation
60		Unapproved Subtenant
61	0	Total number of households evicted (total also used to answer question #35 on Worksheet 1A)

В	D	F	Н		L	N	PR
Annual Monitoring Report - Fiscal Activity - Reporting Year 201	' - Mayor's Office	of Housing & Co	mmunity Develops	nent	LOSE	REPORTING	Za. Nat LOSP Revenue for this reporting period - MUST be amount shown on MONCO LO disbursement form, will be pre-tilled by MONCO in cell P17.
INCOME & EXPENSES  12 Month Report Perior	Start Date:	1/5/1900	End Date:	1/0/1900	# LOSP Units	# non-LOSP Units	scioc <≪Must match LOSP Disbursement For
Number of Units—	0 Account			I.	0 Resident	0 al Breakdown	2b. If the project receives other source/s of Rental Assektance Payments, enter the total amount in cell R20, and the source/s in cell R21,
Description of Income Accounts	Number	Residential	Non-Residential	Total	LOSP	non-LOSP	Rental Assistance Pints - OTHER - Amount
	ı —				<i>0%</i>	0%	Rental Assistance Prits - OTHER - Source/s
Rental Income	5120		100			\$0.00	2c. If the project has been pre-authorized to use an "alternative LOSP splif" to allocate Rental Assistance Payment, enter the LOSP percentage in cell P26.
Housing Units - Gross Potential Yenant Rents Rental Assistance Payments (identify ALL sources in row below if applicable, including LOSP (funding).	5121				\$0.00	\$0.00	Pre-authorized alternative LOSP apid for OTHER source/s of Rentel Assestance Paymen
Source/s>	012						LOSP mon-LOSP
Commercial Unit Rents.	5140						
sub-total Gross Rental Income Vacancy Loss - enter amounts as negative numbers!	1	\$0.00	\$0.00	\$0,00 vacancy rate	\$0,00	\$0.00	
			Must click & explain if				Columns L. N. P. E. R. are used for LOSP: 5. Calls in Column G with light green funded projects. If the project alone not: highlighding: can be overriden, but only receive LOSP funding, ignore these columns, LOSP-specific expenses are being trac-
Housing Units	5220		Residential Vac Rate is > 15%			\$0.00	otherwise please follow these data entry entry level in the project's accounting a instructions for LOSP Projects: 6. Cells with pink highlighting indicate
Commercial	5240		***	0.00%	\$0.00	\$0.00	to LOSP revenue for the reporting period is atternative percentages can be used to pre-diled by MOHCD in P17 allocate LOSP/son-LOSP, but only with 16-c. Enter Other Rental Assistance Amount & MOHCO written pre-approval; enter the
sub-total Vacancies		\$0.00	\$0.00	\$0,00			Source in R20 & R21. Use P26 if the project authorized "afternative percentages" fr
NET RENTAL INCOME Office Income	1	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	3. You must enter data in F24. The formula for cell N24 is F24-124. If all rental subsidy is allocated to LOSP, then F24 should be # L24. If
Optier Income Garage and Parking Spaces	5170	110000000000000000000000000000000000000			\$0.00	\$0.00	there is any Rental Subsidy allocated to non-
Miscellaneous Rent Income Supportive Services Insome - Do not enter supportive services income # it is tracked in a	5190				\$0.00	\$0.00	LUSY, men use a roundum or A me amount of nonLOSP subsidy + LE4 4. Most of the cells in columns L. N P & R auto- calculate.
separate budget and not appropriate per MOHCD loan terms to be included in Residual Receipts calculation.  Supportive Services Income Source/s- identify program source(s) if applicable	5300				\$0.00	\$0.00	
Interest Income - Project Operations (From Operating Account Only)	5400				\$0.00	\$0.00	LOSP solt calculation
Laundry and Vending Tenant Charges	5910 5920				\$0.00 \$0.00	\$0.00 \$0.00	LOSP non-LOSP
Other Revenue sub-total Other Income Received	5990	\$0,00	\$0,00	\$0.00	\$0.00 \$0.00	\$0.00	
sub-total Utner incomé Réceived	T T	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	×.00	\$2.30	20.00		
YOTAL INCOME RECEIVED		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
INCOME & EXPENSES	Account	A SPECIES NOT			Resident	ial Breakdown (2003) 2003	
Description of Expense Accounts  Management	Number	Residential	Hon-Residential	Total	LOSP 0%	non-LOSP 6%	Pre-authorized alternative LOSP split
Management Fee "Above the Line" Asset Management Fee (amount allowable may be lended, see Asset Mgt.	6320				\$0.00	\$0.00	50 DCR5
Fee Policy) sub-(otal Management Expense		\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	LOSP non-LOSP
Salaries/Benefits Office Salaries	6310				\$0.00	\$0.00	1039 860-1034 No 003
Manager's Salary	6330				\$0.00	\$0.00 \$0.00	200000000000000000000000000000000000000
Employee Benefits: Health Insurance & Disability Insurance  Employee Benefits: Retirement & Other Salary/Benefit Expenses	6723				\$0.00	\$0.00	
Administrative Rent Free Unit sub-total Salary/Benefit Expense	6331	\$0.00	\$0,00	\$0.00	30.00 \$0.00	\$0.00	
Administration Advertising and Marketing	6210				\$0.00	0	
Office Expenses Office Rent	6311 6312				\$0.00 \$0.00		LOSP split calculation LOSP non-LOSP
Cince resis Legal Expense - Property Audit Expense	6340 6350			14	\$0.00 \$0.00		
Bookkeeping/Accounting Services	6351				\$0.00	\$0.00	оридина и принцения и прин
Bad Debts  Mixellaneque Administrative Expenses (must click & explain (/ >\$10%)  sub-total Administrative Expenses	6370 6390	\$0.00	\$0,00	BEATHERS S	\$0.00	\$0.00	
Sub-total Administrative Expense Unifies Electricity	6450	1			\$0.00		
Water	6451				\$0.00	\$0.00	
Gas Sever	6452 6453				\$0.00 \$0.00	\$0.00	NN September 1990 (1990) (1990
Sub-total Utilities Expense Taxes and Licenses	i	\$0.00	\$0.00	\$0.00	\$0.00		Pre-authorized alternative LOSP split
Real Estate Taxes Payroll taxes	6710 6711				\$0.00 \$0.00	\$0.00 \$0.00	105P #p-105P
Miscellaneous Taxes, Licenses, and Permits sub-total Taxes and License Expense	6719	\$0,00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00	
Insurance Property and Lubility Insurance	6720	I	·	Control of the Control	\$0.00		Pre-authorized alternative LOSP splf
Fidelity Bond Insurance Workers' Compensation	6721 6722				\$0.00 \$0.00		LOSP non-LOSP
Directors & Officers Liabilities Insurance	6724	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	
Maintenance and Repairs	or an electrical state of	Avrono monomico del Sil	MUNICIPAL COLUMN PORT	vada eta eta eta eta eta eta eta eta eta et			IAA Singa gagagaa gaagagaa ka k
REPORTANT NOTE RE-TREATMENT OF CAPITAL AND NON-CAPITAL MAINTENANCE REPAIR EX- those from this section. If you do include those experiess here, he save to record the amounts in	remain ELIGIBLE FOR rows 103 (non-capital)	and 210:215 below (ca)	pital)		LOSP	non-LOSP	LOSP split calculation
Payroti Supplies	6510 6515				\$0.00		CSP root, QSP
Contracts	6520				\$0.00	\$0.00	ENDER OF THE STANDARD
Garbage and Trash Removal Security Payroll/Contract	6525 6530				\$0.00 \$0.00	\$0.00	Pre-authorized alternative LOSP split for contracts
HVAC Repairs and Maintenance	6546				\$0.00 \$0.00	\$0.00	
Vehicle and Maintenance Equipment Operation and Reports  Missellaneous Operating and Maintenance Excenses (must click & explain if >\$10k)	6570 8590				\$0.00	\$0.00	
sub-total Maintenance Repair Expense Supportive Services: do not enter supportive services expenses if tracked in separate		\$0.00	\$0.00	\$0.00	\$0.00		Pre-authorized attendable LOSP spill
Supportive and received of the mineral supportive advises of the property of the supportive and not eligible to be counted against project income for insidual receipts calculation.  SUB-TOTAL OPERATING EXPENSES	6900	\$0.00	\$0.00	\$0,00	\$0.00 \$0.00	\$0.00	LCSP mon-LOSP
Capital Maintenance Repairs/Improvements eligible for payment by Replacement							
Reserve. If capital costs were entered in amounts for Maintenance & Repairs section above and are eligible for payment by the Replacement Reserve, please enter details in Replacement Reserve-Eligible Expenditures below, beginning from row 207. Amounts			10 10				
provided in F210 215 will be linked to cell F102 and notted out from operating expenses.		\$0.00	100		\$0.00	\$0.00	1
Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Resorve, Only enter amounts here if they were included in amounts entered for Maintenance Resorve, Only enter amounts here if they were included in amounts entered for Maintenance and the Resorve, Amount will be							
Repairs section above and will be reimbursed by Replacement Reserve. Amount will be netted out from operating expenses. Enter as positive number.					\$0.00	\$0.00	
TOTAL OPERATING EXPENSES		\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	
	Name of Lessori Bond Monitoring Agency/ Reserve						
Ground Lease Base Rent/Bond Fees/Reserves Ground Lease - Base Rent (provide Lessor name to the right)	Account			\$0.00	LOSP \$0.00		LOSP PONLOSP
Bond Monitoring Fee Replacement Reserve Required Annual Depost (Source is Operating Account.) Enter as				\$0.00	\$0,00		1500
positive number.	1320	-		\$0.00	\$0.00		
Operating Reserve Deposts (Source is Operating Account.) Enter as positive number.  Operating Reserve Account Withdrawals (For deposts to Operating Account.) Enter as	1385			\$0.00	\$0.00	\$0.00	
positive number.  Other Required Reserve Account Deposits (Source is Operating Account. Enter as positive	1000/0810059011			\$0.00	\$0.00		Later valuerati täytteer Västilö Elater Ettivya avatat eratoli filatitistiinia
number, identify reserve account in next col) (1330)  Other Required Reserve Account Withdrawals (For deposit to Operating account. Enter as				\$0.00	\$0.00		LOSP split calcutation
positive number. Identify account in next col> Sub-total Ground Lease Base Rent/Bond Fees/Reserve	\$	\$0.00	\$0.00		\$0.00		LOSP   non-LOSP
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fee	)	\$0.00 Residential			\$0.00	\$0.00	2 000000000000000000000000000000000000
1. TOTAL INCOME RECEIVED: 2. TOTAL OPERATING EXPENSES:	Acct Num	Residential \$0.00		\$0,00	\$0.00		
	**************************************	30,00	50.00	<del>2608</del> °		. 20.00	*

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		of Housing & Co	Annual Monitoring Report - Fiscal Activity - Reporting Year 2017 - Mayor's Office of Housing & Community Development								
	Name of Lender / Describe Other And				Resident	al Brenkdown	Pre-sumorgeo as	ernative LOSP split			
Debt Service (Principal and Interest)	Peid	Residential	Non-Residential	Total	LOSP	non-LOSP	LOSP	non-LOSP			
nder1 - Principal Poid (provide lender name to the right) Interest Paid	96.2457.000.00				\$0,00 \$0.00	\$0.00 \$0.00					
Other Amount (describe to the right)					\$0.00	\$0.00					
nder2 - Principal Paid (provide lender name to the right)	53078078847837751				\$0.00 \$0.00	\$0.00 \$0.00					
Interest Paid Other Amount (describe to the right)	0.0000000000000000000000000000000000000	1			\$0.00	\$0.00					
nder3 - Principal Paid (provide lender name to the right)	I I I I I I I I I I I I I I I I I I I				\$0.00	\$0.00		September 1997			
Interest Paul	100000000000000000000000000000000000000				\$0.00 \$0.00	\$0.00 \$0.00		No. of the contract of the con			
Other Amount (describe to the right) nder4 - Principal Paid (provide lender name to the right)	-				\$0,00	\$0.00					
Interest Paid	20,200				\$0.00	\$0.00					
Other Amount (describe to the right)  Total Debt Service Paym	ents	\$0,00	\$0.00	\$0,00	\$0.00 \$0.00	\$0.00		<u>1</u>			
				AVEZTHING BEING	29/2012/12/2012/04/5	55500 (1083 A600 pm:	Pre-authorized at	ernative LOSP spik			
Surplus Cash, Detail (NOI minus Debt Service and Reserve Act	vity)	\$0.00	\$0.00	\$0,00	\$0.00	\$0,00	Pre-authorized alternative LC	OSP split for Non-Rex Surplus			
					Cells below allocate fro	any non-residential surplus m H137.	(OSP	non-LOSP			
amount for Surplus Cash above is negative:											
you must provide a detailed explanation to question #8 on the Narrative worksho you must NOT supply data for any of the fields for Uses of Surplus Cash below	t	Go to	vs4 Narrative quest	on.#8	\$0.00	\$0.00					
Surplus Cash, Total	<b>⊸</b>	97777667846550	390 W-852 V 30 Fe	\$0,00	\$0.00	\$0.00		PROGRAMMENT CONTRACTOR OF THE PROGRA			
uituludens of Surplus Cash that accurately raffects the requirements under all Mi recements that power. Please michies the exclusions membradory, applicable as ws 143-164, select the distribution priority for each of the uses of each flowlup. OHCD agreements or other funder agreements, enter NIA in the hox below.	inual increases, etc. Fo	or proposed distribut	ion amounts entered	ın column J,							
					Residen	lai Brastdown					
SES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCUL LYMENTS (IF APPLICABLE)	ATION OF RESIDUAL R	ECEPTS	Distribution Priority (select below)	Larve cults below blank if Burphis Cost in == 50.	LOSP	non-LOSP					
Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy			A THE REAL PROPERTY AND ADDRESS OF THE PARTY A	Total Control of the							
numum balance requirements).				1		\$0.00	Pre-authoroed alternative U	OSP split for Non-Res Surplus			
"Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be						\$0.00	LOSP	non-LOSP			
quired, see Asset Mgt. Fee Policy). L. Partnership Management fee due from this reporting period. If any (lax credit pro	ects	Section 1			4030 110 EST.		endistrictionen en	Sageger S. (Kilomore)			
ily, not allowed if project is beyond 15-year compliance period).  Partnership Management fee accrued but unpaid from PRIOR reporting periods.	af .		<b></b>	<del>                                     </del>	\$0.00	\$0.00	and the second of the second o	<ul> <li>Company of the second process of the second</li> </ul>			
by (tax credit projects only, per City policy, not allowed if project is boyond 15-year impliance period).						\$0.00					
I investor Services Fee (aka LP Asset Management Fee) due from this reporting end of any item creekt projects only per City policy, and allowed if project is beyond 15-	rear										
impliance penod). b. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from	12 4 4 10 10 10 10 10 10 10 10 10 10 10 10 10			<del> </del>	\$0.00	\$0.00					
RIOR reporting periods, if any (tax credit projects only; per City policy, not allowed if oject is beyond 15-year compliance period).		100				\$0.00	0	OSP split for Non-Res Surplus			
	ausenaudbefingspleenin						Prinadulos do aliminator C	And when the territories combined			
Deferred Developer fee, if any	23 67 TO THE REAL PROPERTY.			l	30.00		Prinsulide to significant of	MEDICAL PROPERTY OF THE PROPER			
Deferred Developer fee, if any					\$0.00	\$0.00	THE STATE OF THE S	MEDICAL PROPERTY OF THE PROPER			
<ol> <li>Other payments: use question #1 on the Narrative (worksheet #4) to provide details bout any fees or other payments, including ground lease residual rent payments for a no</li> </ol>					30,00		Frankling to difficulty	MEDICAL PROPERTY OF THE PROPER			
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76 F	ESERVE ACCOUNT DETAILS	uppermentation of 206	osen regrandació Lassa	derne i nosti i igizaga ja i inggo	type content and place
77	DEPAYING RESERVE (In and leave blanks for any overtimes asking for a number water	n instead 1 (2000)	SV SUIDANNA JULIA HAND	potentiat takenska na anu anu-	02/19/04/25/20/20/20/25/25/25/25/25/25/25/25/25/25/25/25/25/
۳'	Minimum Required Balance:				
79	D. Jania Delayari		-		
		ļ			
- 1	Actual Annual Deposit (don't edit - taken from page 1 account number 1365):				
81	Interest Extract	\$0.0	4		
82	Interest Earned: Annual Withdrawal Amount (enler as negative number):		+		
Ral					
2	Ending Balance (don't edit celi – calculated):	\$0.0	7		
~	Required Annual Deposit:		7		
85			101000000000000000000000000000000000000		
- 1	Total Operating Expenses plus debt service (don't edit cell - calculated)		7		1
86		\$0.0	0		
- 1	If the calculated percentage shown to the right (Op Reserve Account Ending				1
-	Balance divided by Total Op Expenses) is less than 23.5%, you must describe how the project will remedy the shortfall in the adjacent cell.				- 1
-	the project will remouy the shortbaskin the adjacent cent				
-	If the calculated percentage shown to the right is greater than 26.5%, you must				-
- 1	explain why the Op Reserve balance exceeds MOHCD's requirement in the adjacent				- 1
	cell.	0.000	%		
9					
ŞΠ	REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number, writer Minimum Required Balance:  Regioning Balance	zaro instand)			TENNING MARKADERS
0	Minimum Required Balance:				
ı	Actual Annual Deposit:				
4	Interest Earned:		CANTENNA STREAMSTREAMS CANTENNA STREAMSTRE	yangan bermenan Kidal di bersahi Kagan di bermenan Kidal di bersahi	NAMES OF THE PARTY
1	Interest Earned: Annual Withdrawal Amount (enter as negative number):		1000000000		
J	Chinder transfer at Milouint (Chic) as regione humbery.		The state of the s		
Ţ	Ending Balance (don't edit cell calculated):	\$0.0	oi -		
t	Required Annual Deposit (do not edit - taken from page 1 account number 1320).		in the second second		
8		\$0.0	xo		
T	Describe how the amount of annual deposit and the minimum required				
ĺ	balance is determined.				I
J					I
4					
ŧ	DAINGES TO REAL ESTATE ASSETS  Cities Beginning and Ending Balances in each of the categories listed below. Changes in asset below  Library assets  Library as	gild spiller of the columns.	managed at the second s	SSANSON AND SOME PROPERTY AND SOME OF STREET	paylorenseemen
18	inter Seginning and Ending Balances in each of the categories listed below. Changes in asset	categories will aut	0		Balance,
de	,akculate		Balance, 1/00/190	G Changes	1/00/1900
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4	Offsite Improvements		1	restluction of the Medical State	4
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ď			1	\$0.00	il l
3	and Improvements				
dl.				\$0.00	Í
ľ	Furniture, Fatures & Equipment		1	CONTRACTOR OF THE PARTY OF THE	
5				\$0.00	1
Ю	Other		1	-	1
6				50.00	1
١.	Replacement Reserve-Eligible Expenditures: Provide details below about the Capita	بتناه تتست	Carried bases in the con-	Ocale compat Ocale	aus allaible
l*	replacement reserves and a contract of the con	II di N IIVIT COPILA	Capellollolles siel e	are respectively reces	ve cigiote.
07			all a starte a co		
19	capital Repairs and Improvements: Enter capital repairs and improvement costs associated	with the reporting )	rear. For each categor	ry in rows 200-205 above	that shows a
1	eplacement reserve during the reporting year, show the repair cost under "Replacement Rese	rve". If the operator	ng acount is used to fu	and the repair and was no	of reimbursed by
ŧ	Capital Repairs and Improvements: Enfor capital repairs and improvement costs associated oostere change, an entry is required in each corresponding category in rows 210-215. If the op- epiacement reserve during the reporting year, show the repair cost under Replacement Reserve the replacement reserve during the reporting year, show the repair cost under "Operating According to the Repair cost under "Operating to the Repair	unt." Use the sect	ion below to supply a	description of the capital	repairs and
	mprovernents made.			an and reason when does	
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٠	president i a taren massa adalekt eta karrana araka arak	Capital Re	pairs and Improvem		esuntara vertana e
	Parist Repair, and Instruments. Calegories	Capital Re Replacement	pairs and Improvem	ents Funded By:	BERTHAR SERVICE
	Capital Repairs, and Improvements - Callegones	Capital Re		ents Funded By:	Total Amount
d		Capital Re Replacement	pairs and Improvem	ents Funded By:	BERTHAR SERVICE
d	Dapital Repairs and Improvements - Calogones Suiding & Improvements	Capital Re Replacement	pairs and Improvem	ents Funded By:	Total Amount
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Annual Monitoring Report - Fiscal Activity - Reporting Year 2017	- Mayor's Office	of Housing	& Comm	nunity Develo	pment						
231 FEDERAL PROGRAM INCOME REPORT									, , , , , , , , , , , , , , , , , , , ,		
233 This section must be completed if the project received any CDBG funding, even if the am 233 more information, use the following link or copy this web address for manual navigation: 234 http://www.si-mon.org/Moouters/Show/Document.nsov.2documentsds5141	ount of CDBG pro	gram income du	uring the r	reporting period	d was zero. For						
235 Overview of Federal (HOME and CDBG) Program Income											
236 237 CDBG PROGRAM INCOME											
Proposed amounts to be used to fund eligible COBG activities as described in the Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2015-2019 Consolidated Plan; 2017-2018 Action Plans as follows: 238	AMOUNT	DESCRIPTION	,								
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).											
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):											
Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):											
Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2016 (provide amount in cell to the right, and activity description and regulation cristion in column furthesit to the right):											
Other (provide amount in cell to the right, plus activity description and regulation 243 citation in column furthest to the right):						_					
Yetal CDBG Program income Calculation(see instructions for guidance on how to 244(calculate)											
To ensure the eligible use of CDBG Program Income, the recipient of federal CD 246 and Community Development for the use of CDBG program income received du					Office of Hous	ing					

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) 																		<del></del>		1	<del></del>
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Row Nust	Unit No.	Unit Type (Bed / SRO / Studio / 18R / 28R / 38R / 48R / 5+8R)	Date of INITIAL OCCUPANCY (mid/yyy)	Household Annual Income AT INITIAL OCCUPANCY	Household Size AT INITIAL OCCUPANCY (number)	Date Of Most Recent Income Recentification WITHIN REPORTING PERIOD (m/8/yyy)	Household Annual Income as of Most Recent Recentification WITHIN REPORTING PERIOD	Household Size (number) as of Most Recent Recentication WITHIN REPORTING PERIOD	Min Occupancy for Unit Type (per date enlaced on worksheet 1A)	Mex Occupancy for Unit Type (per data entered on worksheet 1A)	b the Household Overtoosed or Overcrowded?	Overhoused / Overtrowded - Namiline, (Egiplandien required for each row where wideafor is displayed in Column N and Cd. O cell shows no replicipting, Describe any eaterstaining crisimalismost that jumify the summarize alloris made to brander Hi to unit of appropriate size.)	Rental Assistance Type (welett "horse" if none)	Amount of Renta Assistance	Amount of Maximum Gross Rwst Allowed for Unit (enter 50 if rsls)	Amount Tenant Paid Rent for Unit	Utility Allowance (Enter 30 of all scilibles, are included.)	HH Rent Burden (leased paid rent plus stility allowance x 12 / hh income): lypically between 30-50%; should neve exceed 100%.	Date Of Most Recent Real increase WITHIN THE REPORTING PERIOD (m/6/yyys)	Amount of Most Recent Rect Increase WITHIN THE REPORTING PERIOD	%age of Rent increase (calculated do not enter)
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					Annual Monitoring Report - Demo	ographic Information - Re	porting Year 20	17 -			
			100	1500		sing & Community Devel	lopment	254			
roject 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.			and an extension of the second	1/0/1900	# Units:	
		Select one     Select one     For legacy     Latino/His     Select one	Ethnicity catego Race category for race and ethnicity panic. In these category	ory for the head of household, it for the head of household, it ity data that reports race an ases, the person's ethnicity as and one Sexual Orientali	hat was residing in the project at the end of the Reporting Period , (if, if winknown, manager's or vacant unit, select "NoR Reported". Unknown, manager's or vacant unit, select "NoR Reported". de thinkily as a single field, an additional category of "Not Reported" should be use would be fisted as LatinoHrispania end hinher race would be fisted as "Not Reported would be fisted as LatinoHrispania end hinher race would be fisted as "Not Reported condidentity category for the head of household. If unknown, manager's or vacant un diffinance that requires collection of this data beginning in 2017.	nd",					
c	ь	E	· F	G	H		9.000	K	L	M	N
ow Num	Unit No.	Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Household Size (number) as of Most Recent Recentification WITHIN REPORTING PÉRIOD	Ethnicity (select from drop down menu)	Race (select from drop down menu)	Gender (select from drop down menu) for Occupancies AFTER \$(30/2017	Sex at Birth (select from drop down menu) for Occupancies AFTER 6/30/2017	Sexual Orientation / Sexual Identity (salect from drop down menu) for Occupancies AFTER 6/30/2017	Elderly House- hold (yes/no)	Number of Children under Age 18 in HH	Disability (select one)
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# Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2017 - Mayor's Office of Housing & Community Development

Project Address: Last Day of Reporting Period 1/0/1900 # Units: 0

Household Size		
	# Reported Households	% of Total
One Person Household	0	
Two Person Household	0	
Three Person Household	0	
Four Person Household	0	
Five Person Household	0	
Six Person Household	0	
Seven or more Person Household	0	
TOTAL Households*	0	
TOTAL Recidents		

TOTAL Residents
\*Excludes 0 unit(s) reported as manager's or vacant unit(s).

					D	/Ethnicity	
п	edQ	UI	nouse	niola	race	- Lunilcity	

	# Reported	
	Head of HH	% of Tota
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	1 0	

Gender	# Reported Head of HH	% of Total
Female	0	
Male	0	
Genderqueer/Gender Non-binary	0	
Trans Female	0	
Trans Male	0	
Not listed	0	
Declined/Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Sex At Birth	# Reported Head of HH	% of Total
Female	0	
Male	0	
Decline to Answer	0	
Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

	# Reported	
Sexual Orientation / Sexual Identity	Head of HH	% of Total
Bisexual	0	
Gay /Lesbian/Same-Gender Loving	0	
Questioning /Unsure	0	
Straight/Heterosexual	0	
Not listed	0	
Decline to Answer	0	
Not Stated .	0	
Question Not Asked	0	
Total Head of Households	0	

Other	Household	Demographics	

	# Reported
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 Mental/Devt Disability	0
Households with Tenant with Other Disability	0
Households with Tenant with More than One Disability	0
Households with Tenant with No Disability	0

### Target and Actual Population Served

Tar	get Population	Ac	tual 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	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 2017 - Mayor's Office of Housing & Community Development

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 idetail any amounts entered for "Other payments" on the worksheet "2.Fiscal," item 10.

### 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	Issued By	Description	Cleared? (y/n)

(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 Repairs
Describe any major repair or replacement needs that have been identified as being required within the next 2 years, and any related plans to pay for whatever is needed.
4. Vacant Unit Rent-Up Time
If the project had an average VACANT UNIT RENT-UP TIME greater than 30 days for question 36 on the worksheet "1A.Prop&Residents," you must supply the following:
<ul> <li>a. A description of the work done to analyze the cause/s of the high turnaround time, and what the identified causes are; and</li> </ul>
<ul> <li>A description of the work done to identify means of reducing the turnaround time, and all viable remedies that have been identified; and</li> </ul>
<ul> <li>c. A description of the plan to implement any remedies, including specific timelines for the implementation work.</li> </ul>

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

# 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			
Expense Description	Amount	HUD Acct #	Notes
	0.00		L
Total: Diff. from Fiscal Activity WS:	0.00		
Misc. Operating & Maintenance Ex	penses		
		HUD	
Expense Description	Amount	Acct #	Notes
Total:	0.00		
Diff. from Fiscal Activity WS:			
	<b>F</b>	1	
8. Negative Cash Flow	And the state of t		
If the project had NEGATIVE CAS worksheet "2.Fiscal," you must sup		own above from	the Income Expense section of
A description of the work do identified causes are; and	ne to analyze the cause	e/s of the shortfa	ll, and what the
<ul> <li>b. A description of the work do remedies that have been ide</li> </ul>		for the shortfall,	and all viable
<ul> <li>c. A description of the plan to the implementation work.</li> </ul>	mplement any remedies	s, including spec	ific timelines for
d. If the project has a Project-I please also supply the date project will submit the next whether the project has been	of the last increase to t HAP contract rent incre	the HAP contract ase, and any rela	t, the date when the ated comments about

	Annual	Monitoring Report - Pr	oject Financing - Rep	orting Year 20	17 - Mayor's Office of I	lousing & Community De	evelopment	
Provide in	formation about all current financing of	the project. Lenders sho	uld be listed in lien orde	r, i.e., with the	most-senior lender in the	e first lien position, the mos	st-junior lender in last lien posi	tion.
Project Ada	lress:							
Current	Project Financing			godenom e				
		,		<b>,</b>		· · · · · · · · · · · · · · · · · · ·		
Lien Order	Lender (and Loan Program if applicable)	Loan Amount	Interest Rate	Maturity Date	Repayment Terms	Monthly Debt Service Payment	Outstanding Principal Balance As Of End of Prior Reporting Period	Accrued Interest As Of End of Prior Reporting Period
1								
2								
3								
5								
6								<del> </del>
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# Annual Monitoring Report - Services Funding - Reporting Year 2017 - Mayor's Office of Housing & Community Development 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 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

### Project Street Address:

# Schedule of Operating Revenues For the Year Ended January 0, 1900

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

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

Management	Total	LOSP	Non-LOSP
6320 Management Fee	\$0	\$0	\$0
"Above the Line" Asset Management Fee	0	0	0
Total Management Expenses:	\$0	\$0	\$0
Salaries/Benefits			
6310 Office Salaries	\$0	\$0	\$0
6330 Manager's Salary	0	0	0
6723 Employee Benefits: Health Insurance & Disability Insurance	0	0	0
Employee Benefits: Retirement & Other Salary/Benefit Expenses	0	0	0
6331 Administrative Rent Free Unit	00	0	0
Total Salary/Benefit Expenses:	\$0	\$0	\$0
Administration			
6210 Advertising and Marketing	\$0	\$0	\$0
6311 Office Expenses	0	0	0
6312 Office Rent	0	0	0
6340 Legal Expense - Property	0	0	0
6350 Audit Expense	0	0	0
6351 Bookkeeping/Accounting Services	0	0	0
6370 Bad Debts	0	0	0
6390 Miscellaneous Administrative Expenses	0	0	0
Total Administrative Expenses:	\$0	\$0	\$0
Utilities			
6450 Electricity	\$0	\$0	\$0
6451 Water	0	0	0
6452 Gas	0	0	0
6453 Sewer	0	0	0
Total Utilities Expenses:	\$0	\$0	\$0
Taxes and Licenses			
6710 Real Estate Taxes	\$0	\$0	\$0
6711 Payroll taxes	0	0	0
6790 Miscellaneous Taxes, Licenses, and Permits	0	0	0
Total Taxes and Licenses Expenses:	\$0	\$0	\$0
Insurance			
6720 Property and Liability Insurance	\$0	\$0	\$0
6721 Fidelity Bond Insurance	0	0	0
6722 Workers' Compensation	0	0	0
6724 Directors & Officers Liabilities Insurance	0	0	0
Total Insurance Expenses:	\$0	\$0	\$0

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

Maintenance and Repairs	Total	LOSP	Non-LOSP
6510 Payroll	\$0	\$0	\$0
6515 Supplies	0	0	0
6520 Contracts	0	0	0
6525 Garbage and Trash Removal	0	0	0
6530 Security Payroll/Contract	0	0	0
6546 HVAC Repairs and Maintenance	0	0	0
6570 Vehicle and Maintenance Equipment Operation and Repairs	0	0	0
6590 Miscellaneous Operating and Maintenance Expenses	0	0	0
Total Maintenance and Repairs Expenses:	\$0	\$0	\$0
6900 Supportive Services	\$0	\$0	\$0
Capital and Non-Capital Expenditures to be	•	••	••
Reimbursed from Replacement Reserve	\$0	\$0	. \$0
Total Operating Expenses:	\$0	\$0	\$0
Financial Expenses			
Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if app	licable.		¢Ω
6820 Interest on Mortgage (or Bonds) Payable			\$0 0
6825 Interest on Other Mortgages			0
6830 Interest on Notes Payable (Long Term) 6840 Interest on Notes Payable (Short Term)			0
6850 Mortgage Insurance Premium/Service Charge			0
6890 Miscellaneous Financial Expenses			0
Total Financial Expenses:	\$0	\$0	\$0
6000 Total Cost of Operations before Depreciation:	\$0	\$0	\$0
5060 Operating Profit (Loss):	\$0	\$0	\$0
Depreciation & Amortization Expenses			
Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if app	licable.		
6600 Depreciation Expense			\$0
6610 Amortization Expense			0
Operating Profit (Loss) after Deprecieation & Amortization:	\$0	\$0	\$0
Net Entity Expenses			
the right.			
7190			\$0
7190			0
7190			0
7190			0
7190			0
7190			0
7190			0
7190			0
7190			0
7190			0
Total Net Entity Expenses: _	\$0	\$0	\$0
3250 Change in Total Net Assets from Operations (Net Loss)	\$0	\$0	\$0
Amount computed in cell E139 should match audited financial statement		+3	Ψ0

## Computation of Operating Cash Flow/Surplus Cash For the Year Ended January 0, 1900

		Total	LOSP	Non-LOSP
Operating Revenue		\$0	\$0	\$0
Interest earned on restricted accounts		0	. 0	\$0
	djusted Operating Revenue	\$0	\$0	\$0
Operating Expenses		\$0	\$0	\$0
Net Operating Income		\$0	\$0	\$0
Other Activity				•
Ground Lease Base Rent		\$0	\$0	\$0
Bond Monitoring Fee		0	0	0
Mandatory Debt Service - Principal		0	0	0
Mandatory Debt Service - Interest		0	0	0
Mandatory Debt Service - Other Amount		0	0	0
Deposits to Replacement Reserve Account		0	0	0
Deposits to Operating Reserve Account		0	0	0
Deposits to Other Restricted Accounts per Regulatory Agreeme	nt	0	0	0
Withdrawals from Operating Reserve Account		0	0	0
Withdrawals from Other Required Reserve Account		0	0	0
	Total Other Activity:	\$0	\$0	\$0
Allocation of Non-Residential Surplus (LOSP only)			\$0	\$0
Operating	Cash Flow/Surplus Cash:	\$0	\$0	\$0
Select the Distribution Priority number from Worksheet 2. Fiscal ahead of residual receipts payments.	Activity for payments to be paid	Total	LOSP	Non-LOSP
<u>-</u>	Activity for payments to be paid		LOSP	Non-LOSP
<u>-</u>			LOSP	Non-LOSP
ahead of residual receipts payments.	lual Receipts Distribution:	Total		
ahead of residual receipts payments.  Total Cash Available for Residual Receipts Select the Distribution Priority number from Worksheet 2. Fiscal with remaining residual receipts.	lual Receipts Distribution:	Total	\$0	\$0
ahead of residual receipts payments.  Total Cash Available for Residual Receipts Select the Distribution Priority number from Worksheet 2. Fiscal with remaining residual receipts.  Total Residual Receipts	lual Receipts Distribution:	Total \$0 Total	\$0 LOSP	\$0 Non-LOSP
ahead of residual receipts payments.  Total Cash Available for Residual Receipts Select the Distribution Priority number from Worksheet 2. Fiscal with remaining residual receipts.  Total Residual Receipts Proposed Owner Distribution	lual Receipts Distribution:	Total  \$0  Total  \$0  \$0  \$0	\$0 LOSP	\$0 Non-LOSP
ahead of residual receipts payments.  Total Cash Available for Residual Receipts Select the Distribution Priority number from Worksheet 2. Fiscal with remaining residual receipts.  Total Residual Receipts	lual Receipts Distribution:	Total \$0 Total	\$0 LOSP	\$0 Non-LOSP

## Project Street Address:

## Summary of Replacement Reserve and Operating Reserve Activity For the Year Ended January 0, 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 2017 - 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:	1/0/00	Project Address:	
Reporting End Date:	1/0/00		

#### 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: moh.amr@sfgov.org.

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. Prior to submittal, the waiting list must be redacted to exclude any private information that should not be shared publicly, for example, Social Security numbers, ID numbers from other forms of identification, information related to disabilities or other health conditions. Please confer with legal counsel and let MOHCD know if you have any questions prior to submitting a copy of the project's waitlist. 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.

Questions 1 thru 4	incomplete incomplete incomplete incomplete incomplete
Questions 25 thut 39	incomplete incomplete
Questions 40 thru 50 Questions 51 thru 61  Worksheet 1B. Transitional Programs Questions 1 thru 11 Questions 12 thru 18	incomplete
Worksheet 1B. Transitional Programs  Questions 1 thru 11 Questions 12 thru 18	incomplete
Questions 1 thru 11 Questions 12 thru 18	
Questions 12 thru 18	
	To Be Determined To Be Determined
	To Be Determined
Worksheet 1C. Eviction Data To Be De	termined
Question 1	To Be Determined
Questions 2 thru 21	To Be Determined
Questions 22 thru 41	To Be Determined
Questions 42 thru 61	To Be Determined
	OLETE
Worksheet 2. Fiscal Activity	
Rental Income - Housing Unit GPTR Vacancy Loss - Housing Units	incomplete 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)  Program Income (Rows 230 - 243)	Incomplete
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. Demographic Information	fermined
Is Ethnicity and Race selected for each household?	To Be Determined
Is Gender, Sex at Birth, and Sexual Orientation/Identity selected for each household?	To Be Determined
Worksheet 4. Narrative To Be De	termined
2	To Be Determined
3	To Be Determined
4	To Be Determined
5	To Be Determined
6	To Be Determined
7 <b>(</b> 8	To Be Determined To Be Determined
Worksheet 5. Project Financing	PI FTE
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	termined
Worksheet 6. Services Funding To Be De	

### 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;
  - 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.

# **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

Prepared By: Scott Madden

Loan Committee Date: May 4, 2018

Sponsor Name: Chinatown Community Development Center

Project Name: Parkview Terraces

Project Address (w. cross street): 871 Turk Street (@ Gough)

Number of Units/Beds (specify): 20 LOSP units, 101 Total

Funding Amount Recommended: Up to \$233,755 First Year budget

Up to \$4,580,619 Contract Total for 15 Years and 9 Months

#### 1. SUMMARY AND BACKGROUND

Chinatown Community Development Center (CCDC) is requesting \$4,580,619 in funds from the Local Operating Subsidy Program (LOSP) to support the operations of 20 units within Parkview Terraces, an existing, 101-unit, midrise apartment building for very low-income seniors. The funds would replace rental subsidies from HUD's Continuum of Care program ("CofC," previously known as "Shelter Plus Care"), which were lost when the contract was not renewed through the City's CofC competition in 2017. The 20 units are set aside to serve extremely low-income, formerly homeless seniors.

CCDC's renewal application for the CofC rental assistance ranked too low in the competition last year to be funded. It was ranked 58 out of 62 projects that applied. The funding threshold was at 57. The application for Parkview received a low score because CCDC had failed to properly report income under the existing CofC contract, in addition to other reporting errors, and had not demonstrated that the incomes of the CofC-supported tenants had increased.

The building is located on the eastern edge of the Western Addition across from Jefferson Square Park. It was developed on the former Central Freeway Parcel A beginning in 2003 by a joint venture of Chinatown Community Development Center and A.F. Evans

Company. It was financed with 9% low-income housing tax credits, a conventional permanent loan from Union Bank, a grant from the Affordable Housing Program and gap financing from the former San Francisco Redevelopment Agency. The land is owned by the City and ground-leased to the project owner for 60 years.

Loan Committee Date: May 4, 2018

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The project began operations in 2008 and contains 101 units of housing – 59 studios and 42 one-bedroom units – as well as a roof deck, courtyard, community room and offices for property management staff and supportive services.

The requested funds would be provided through a contract of 15 years and 9 months in length, with a start date of April 2018. The previous CofC rental assistance contract terminated in March. The new LOSP contract would replace the CofC rental assistance contract that would have been in place from April 2018 to March 2019 if CCDC's renewal application had been approved; \$288,408 was budgeted. In addition, the requested LOSP funds would back fill the previously anticipated annual renewals of the lost CofC funds for an additional 14 years.

The total amount of funds requested was determined by taking the operating budget for 2018 and then applying MOHCD's standard underwriting assumptions over a 15-year projection period. If approved, the first disbursement of funds would occur in July and cover the period April 2018-December 2019. Thereafter, funds would be disbursed on a calendar-year basis each January in accordance with the attached schedule (see Exhibit A-1), with possible reductions from these amounts based on operating surpluses that may occur in previous years. A total of \$167,817 in assistance is budgeted for a portion of 2018 (April-December). This equates to a monthly per unit subsidy of \$932. The LOSP subsidy is projected to increase an average of 3.5% annually over the term of the contract. Though all requested funds would be provided under a single, long-term contract, disbursements thereunder would be subject to annual appropriations by the Board of Supervisors, as is standard for LOSP contracts.

CCDC's request is reasonable in light of the historic financial performance of the project and relative to the operating costs and LOSP subsidies of similar projects. The amount of funds requested for the first year under the proposed LOSP contract is materially lower than the amount of CofC funds that were lost for the same period of time. In addition, the total amount of funds under the proposed LOSP contract is lower than the projected amount of CofC rental assistance that would have been provided over the contract term.

#### 2. PROJECT OPERATIONS

#### 2.1. Unit Mix

Unit Size	# of Units	MOHCD AMI Restriction
studio	59	50%
1BR	42	50%
TOTAL	101	

The City restricts all units at 50% of unadjusted Area Median Income (AMI), and TCAC (Tax Credit Allocation Committee) restricts the units further at multiple levels of adjusted AMI (30%, 40% and 50%). Overall, the current tenant population is extremely low-income, with an average annual household income equal to 28% AMI; however, the current tenants in the twenty units that would be supported by LOSP are even more impoverished, with an average annual household income of 17% AMI.

# 2.2. Target Population and Referrals

The target population of the project overall is very low-income seniors, aged 55 years or older. The twenty units that would be supported by LOSP are set aside for extremely low-income, formerly homeless seniors. Referrals to the LOSP units would continue to come from the Department of Homelessness and Supportive Housing, through Coordinated Entry.

# Coordinated Entry

HSH plans to expand Coordinated Entry to become the single access and assessment process for access to all transitional and permanent supportive housing. A key requirement of Coordinated Entry is prioritization and a move away from "first come first served" methods for managing access to shelter and housing. Once Coordinated Entry is fully implemented, access to all interventions in the homeless crisis response system for seniors will be managed using a standard assessment and a prioritization system.

Coordinated Entry is currently active for individual adult placements into Shelter Plus Care, other federally funded supportive housing and housing designated for veterans. Coordinated Entry procedures are or will be developed and implemented for homeless families, transitional age youth and all other adult populations. Once the City and County of San Francisco's Coordinated Entry and placement system (aka the ONE System) is operational, referrals will be made through this centralized system and not via individual agencies. All referrals will be processed by the City and County of San Francisco and presented to the property manager.

# 2.3. Annual Operating Budget

The following is an evaluation of the 1<sup>st</sup> Year Operating Budget (Attachment B) and 15-Year Operating Pro Forma (Attachment C) that are the basis for the overall request for LOSP funds. The 1<sup>st</sup> Year Operating Budget is the current operating budget for the project for 2018, with allocations between the LOSP units and the non-LOSP units. The 15-Year Operating Pro Forma is based on the Year 1 budget, with MOHCD's standard escalators (2.5% income, 3.5% expenses) and other specifications applied for a 15-year projection period.

## 2.3.1 Income

<u>Tenant Rents:</u> \$756,138 is budgeted, which reflects the rent roll of the project as of March 1. This represents an average rent across all units equivalent to 30% AMI (\$621 studio, \$710 1BR). Of total revenue from tenant rents, \$68,748, or 9%, will come from

the LOSP units, which are 20% of total units. This variance is due to the fact that LOSP tenants have lower incomes than the other tenants, thus their rents comprise a smaller percentage of total revenue.

<u>Tenant Assistance Payments</u>: \$347,910 is budgeted for 21 units that currently have tenant-based rental assistance, including 15 that have Section 8 Vouchers. This amount reflects current contract rents under the vouchers that are 105%-106% of 2018 FMRs.

<u>Commercial Income</u>: \$32,820 for two ground-floor commercial spaces, currently rented to Northern California Presbyterian Homes & Services (the service provider) and to Focus Staffing Group, a professional recruiting and job placement service. The amount budgeted equates to commercial rent of \$1.14 per s.f.

Other Commercial Income: \$9,600 in CAM (Common Area Maintenance) charges to the commercial tenants

<u>Income – Local Operating Subsidy</u>: \$223,755 is budgeted in the 1<sup>st</sup> Year Operating Budget, or \$11,188 per unit. This amount is 76% of total revenue from the LOSP units, with the remainder coming from LOSP tenant rents. Of total residential revenue to the project (from LOSP and non-LOSP units), the LOSP subsidy is 17%.

	LOSP	%	non-LOSP	%	Total	%
Tenant Rents	\$68,748	24%	\$687,390	66%	\$756,138	57%
<b>Tenant Assistance Payments</b>			\$347,910	34%	\$347,910	26%
LOSP Subsidy	\$223,755	76%			\$223,755	17%
Subtotals/Total	\$292,503		\$1,035,300		\$1,327,803	

The amount of LOSP subsidy in Year 1 is 22% (\$64,000) less than the amount of the CofC rental assistance contract that would have been in place had CCDC's renewal application been renewed in the 2017 competition.

### 2.3.2 Operating Expenses:

The 1<sup>st</sup> Year Operating Budget shows operating expenses for 2018 at \$1,024,326 or \$10,142 PUPA. This is a 6% above 2017 actuals<sup>1</sup>, which is somewhat above the annual growth rate of 5% in expenses from 2012-2017. This increase is also above the 3.5% annual escalation that MOHCD uses to underwrite its financing to new and existing projects. Although an annual growth rate of no more than 3.5% is most favorable to any project, the increase in the 2018 budget is necessary due to increases in certain "big ticket" expenses in recent years. These include liability and property insurance, utilities (8%-12%) and health insurance (10%-15%). The increase also reflects the increase in SF's minimum wage to \$15/hr. that will take effect this year.

Notwithstanding this increase, the 2018 operating expenses for Parkview compare favorably with projected expenses of similar supportive, senior housing developments

<sup>&</sup>lt;sup>1</sup> For purposes of this evaluation, CCDC previewed a draft of the 2017 Annual Monitoring Report ahead of the reporting deadline in May. The numbers were taken as is, have not been verified against the audit and have not been officially accepted by MOHCD.

for 2018<sup>2</sup>. At \$10,142 per unit, Parkview's budgeted costs are 3% below the average of the sample shown below.

Comparable Senior, Mixed-LOSP Projects (size and % of LOSP units)		Average of Sample
Armstrong Place	\$9,000	\$10,461
990 Polk	\$12,200	\$10,461
Edith Witt Senior Community	\$10,500	\$10,461
Parkview Terrace	\$10,142	\$10,461

# Allocation of Expenses to LOSP and non-LOSP Units

Under the LOSP program, the standard allocation of operating expenses is *pro rata* according to the percentages of LOSP and non-LOSP units in a project, in this case, 20% and 80%. For Parkview, the cost of all CCDC staff positions (including wages, benefits, taxes, insurance) that are supported by this budget are allocated 35% to LOSP units and 65% to non-LOSP units. All other expenses, as well as annual debt service, are allocated on a *pro rata* basis. Debt service on private loans, per LOSP program policy, is usually allocated entirely to non-LOSP units. MOHCD staff recommends approval in spite of the deviations in CCDC's budget from the LOSP programmatic standard and policy. These alternative allocations were necessary to eliminate projected deficits on the non-LOSP side of the budget, which over time would have jeopardized CCDC's capacity to effectively oversee and manage this important asset and eventually the feasibility of the project itself.

Staffing. CCDC is not calling for any changes to the current staffing with this request. What is now in place is typical of supportive senior housing projects of similar size and with a portion of the units set aside for homeless households. Front desk services are provided in the evenings, overnight and on weekends but not during business hours, when the property manager and assistant property manager (2.0 FTE) are on duty.

			Pro-rated to	
Title	FTE	Salary	Parkview	
Office Salaries				
Desk Clerk	1.0	\$33,972	\$33,972	Total desk clerk coverage is 3.1 FTE,
Desk Clerk	1.0	\$36,399	\$36,399	which is $^{\sim}$ 1.0 FTE less than 24/7
Desk Clerk	0.725	\$26,255	\$26,255	coverage (4.2 FTE).
Desk Clerk	0.4	\$14,321	\$14,321	
Assistant Manager	1.0	\$40,735	\$40,735	
Assistant Manager	0.12	\$5,086	\$5,086	Only when needed to cover for Asst. Mgr.
Subtotal		\$156,767	\$156,767	

<sup>&</sup>lt;sup>2</sup> Based on 2016 actual operating expenses, with 3.5% annual escalation for 2 years.

Manager's Salary				
Property Manager	1.0	\$50,621	\$50,621	Works only at Parkview
Subtotal	1.0	\$50,621	\$50,621	
Janitorial				
Janitor	0.5	\$23,856	\$23,856	through janitorial contract
Subtotal	0.5	\$23,856	\$23,856	
Maintenance Payroll				
Maintenance Lead	1.0	\$44,935	\$44,935	Works only at Parkview
Subtotal	1.0	\$44,935	\$44,935	
Security				
None				
Subtotal		\$0	\$0	
Total FTEs and				
Expenses	6.7	\$276,180	\$276,180	

Management Fees. \$66,057 in Year 1, which is \$55 per unit per month and well within the current cap of MOHCD policy.

Asset Management Fee. No AM fee is budgeted.

Salaries and Benefits. \$289,118. This includes wages for property management staff and front desk clerks, and associated health insurance and retirement contributions. It also includes a rental revenue offset of \$17,076 for the resident manager's unit, which is \$1,423 per month for a one-bedroom unit.

<u>Administration</u>. \$66,062, which includes office expenses, legal services, audit and bookkeeping costs, bad debts and miscellaneous expenses

<u>Utilities</u>: \$181,528, which includes the cost of water and sewerage and equates to \$150 pupm. Tenants pay for electric cooking fuel, regular electricity and air conditioning. Current utility allowances are \$38 for a studio and \$46 for a 1BR.

<u>Taxes and Licenses</u>: \$26,646. This includes payroll taxes for the property management staff and desk clerks. The residential portion of the project qualifies for a welfare property tax exemption, but the whole property is still liable for special assessments and fees. The portion of the commercial space that is rented to NCPHS, a non-profit organization, also receives a welfare tax exemption. The portion rented to Focus Staffing Group is not exempt, and the property taxes are included elsewhere in the budget as a commercial operating expense.

<u>Insurance</u>: \$60,533, which includes general liability and auto liability insurance, property insurance and worker's compensation insurance, but not health insurance.

Maintenance and Repair: \$273,408, includes the cost of CCDC's maintenance staff; supplies for repairs, decorating and cleaning; recycling, compost and trash removal;

elevator maintenance; and multiple service contracts: grounds, repairs, janitorial, exterminator, boiler, fire alarm & sprinklers, etc.

<u>Supportive Services</u>: \$51,881, which is the portion of the contract with NCPHS for a full-time services coordinator that is not funded by HSH and must be funded through the operating budget.

<u>Ground Lease</u>: \$15,000, as required annually by the ground lease with the former SFRA, which was transferred to MOHCD in 2012

Replacement Reserve Deposits: \$30,300, or \$300 per unit per year, as required by the Partnership Agreement. MOHCD's minimum requirement is \$250 pupy.

<u>Debt Service.</u> \$171,216 annual debt service to Union Bank. Loan has a 25-year term, 6.77% interest rate, matures in 2033 (15 years remaining), one year after the proposed new LOSP contract would expire. Current principal balance is \$1.6 million.

<u>Partnership Management</u>. \$33,599 for Year 1, which is shared by the managing general partner (affiliate of CCDC) and the developer general partner (affiliate of Bayside Development, successor to A.F. Evans Co.). This is within the current limit of \$40,880 for combined partnership and asset management fees. No separate asset management fee is budgeted.

<u>Investor Services Fee</u>: \$6,719, as required by the Limited Partnership Agreement. NEF (National Equity Fund) is the investor. This exceeds the current cap of \$5,000 on investor services fees under MOHCD policy, but it is allowed in this case because it is an obligation that was already in place when the policy took effect in 2016.

### 2.3.3. Operating Cost Comparisons

To evaluate the reasonableness of CCDC's request, MOHCD staff compared 2016 actual operating expenses of Parkview Terraces with those of similar projects, with and without units supported by LOSP.

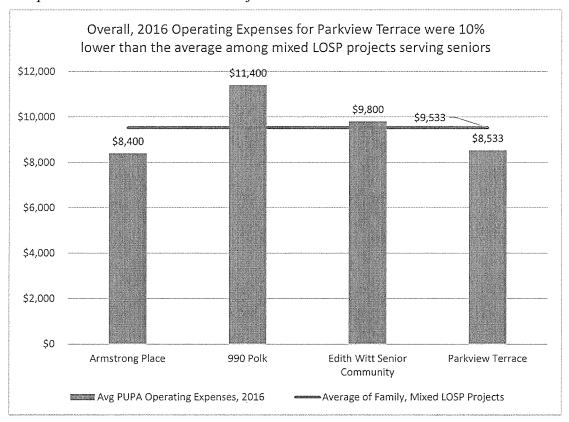
Comparison to Other Senior Supportive Housing (Non-LOSP): The actual operating costs in 2016 at Parkview compare favorably to other supportive senior projects of similar size. The average pupy operating cost of the three comparison projects was \$9,535. Parkview's costs were \$8,533, which is 10% less than the average.

# Units	101	90	85	105
Project Name (Select a project name)	Parkview Terrace	Vera Haile Senior Housing	Eugene Coleman Senior Community	International Hotel
Total Income	\$1,207,651	\$1,027,503	\$880,915	\$994,207
Total Expenses	\$861,831	\$980,921	\$789,219	\$884,232
NOI	\$345,820	\$46,581	\$91,696	\$109,975
Debt Service Payments	\$0	\$0	\$0	\$0
Surplus Payments Before MOHCD	\$0	\$0	\$0	\$0
MOHCD Payment	\$17,072	\$0	\$0	\$0
Surplus Payments After MOHCD	\$0	\$0	\$0	\$0

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Expense Benchmark Items				
Expense PUPA	\$8,533	\$10,899	\$9,285	\$8,421
Management Fee (PUPM)	\$57	\$74	\$32	\$50
Bookkeeping Fee (PUPM)	\$7	\$13	\$0	\$10

#### Comparison to Other Senior LOSP Projects:



### **2.4.** <u>20-Year Cash Flow</u>. The attached 20 Year Cash Flow Projection shows

- The LOSP subsidy funds a break-even budget, thus no cash flow would be generated and available for soft loan repayments or distributions.
- Tenant rental income is escalated at 1% for LOSP units and 2.5% for non-LOSP units
- Tenant Assistance Payments for Section 8 Vouchers and other tenant-based subsidies are escalated at 2.5%. CCDC will need to be sure to push for contract rent increases each year.
- Residential vacancy rate is 2% to reflect current budget, then 5% for Years 2-15.
- All operating expenses are escalated at 3.5%.
- Partnership management and investor services fees are escalated 3%. Payment of these fees will cease after Year 5 when tax credit compliance period ends.
- LOSP subsidy amount in Year 7 increases only 1.9% due to the elimination of the partnership management and investor services fees from the budget

#### 3. SUPPORT SERVICES

Northern California Presbyterian Homes and Services is the service provider. The staffing is 1.0 FTE Services Coordinator and 0.05 FTE Supervisor. The Coordinator provides primary case management to the 20 formerly homeless seniors who are referred by HSH and who occupy the 20 set-aside units. The services can include assistance to identify and set goals, locate resources to help achieve them and overcome problems. They may also include needs assessments, benefits counseling, emotional support, crisis intervention and referrals.

The services are funded by HSH. Current contract is for 12/1/2012-6/30/2019. Amount budget for the current fiscal year (FY17-18) is \$57,491. The HSH funding does not cover the entire cost of services, only about half. The balance of the cost is borne by the project, as an operating expense.

NCPHS is currently in good standing under the HSH contract.

#### 4. CONCLUSION

I recommend approval of the request in full. Without this funding, the project would not be feasible with the 20 homeless set-aside units. The amount of funds requested is substantially less than the amount that would have been funded under the Continuum of Care rental assistance contract. The project is well-staffed and well-managed, with lower-than-average operating costs. It is an important resource in the City's array of homeless services and programs, and under CCDC's ownership and management, it merits LOSP funding so that it may continue to serve homeless seniors in spite of the loss of CofC funding.

#### 5. RECOMMENDED CONDITIONS

#### 6. LOAN COMMITTEE MODIFICATIONS

Loan Committee Date: May 4, 2018 Page 10 of 14

# LOAN COMMITTEE RECOMMENDATION

Approval indic	ates approval with modifications, when so	o determined by the Committee.	
[ APPRO	OVE. [ ] DISAPPROVE.	[ ] TAKE NO ACTION.	
falls	The state of the s	Date: 5/4/18	
Kate Hartley, I Mayor's Office	Director of Housing and Community Developmen		
[ APPRO	OVE. [ ] DISAPPROVE.	[ ] TAKE NO ACTION.	
M	M	Date: _ 5-4-18	
	Deputy Director for Programs Homelessness and Supportive Housing		
[ APPRO	OVE. [ ] DISAPPROVE.	[ ] TAKE NO ACTION.	
Sall	Verh	Date: 5-9-18	
Nadia Sesay, B Office of Comm	firector πunity Investment and Infrastructure		
Attachments:	A. LOSP Program Description B. 1st Year Operating Budget C. 20-year Operating Pro Forma D. LOSP Funding Schedule A		

### **Attachment A: LOSP Program Description**

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.

Contract periods for LOSP contract renewals will transition from a fiscal year basis to a calendar year basis for more streamlined accounting with the tax credit reporting year. For John Burton Advocates for Youth Housing, the LOSP contract will start on July 2017 and end on December 31, 2032, resulting in a 15.5 year term. After the July 2017 disbursement, all disbursements moving forward would be on a calendar year basis.

# Attachment B: 1st Year Operating Budget

#### MCHCD Proforma - Year 1 Operating Budget

pplication Date: 4/19/2018	LOSP Units	Non-LOSP Units		Project Name: Parkview Terraces Project Address: 871 Turk Street	
otal # Units: 101 irst Year of Operations (provide data assuming that	20	81			
ear 1 is a full year, i.e. 12 months of operations): 2018	LOSP/non-LC 20%	SP Allocation 80%		Project Sponsor: Chinatown Community Development Center  Correct errors noted in Co	INI
esidential - Tenant Rents	LOSP 66,748	non-LOSP 687,390	Total 756.138	Comments Links from 'Existing Proj - Rent Into' Worksheet	Alternative LOSP Split
esidential - Tenant Assistance Payments (Non-LOSP)	0 223,755	347,910		Links from Existing Proj - Rent Info Worksheet	Residential - Teneral Assistance Payment
esidential - LOSP Teriant Assistance Payments emmercial Space	semmyayayan	03-624-5000	32,820		
osidental Parkeg iscellaneous Rent Income	0	0		Links from "Utilities & Other Income" Worksheet Links from "Utilities & Other Income" Worksheet	Alternative LOSP Split (1997) (1997)
pportive Services Income terest Income - Project Operations	0 58	230	288	Links from 'Utläties & Other Income' Worksheet	Supportive Services Income
rundry and Vending	1,580	6,240 360	7,800	Links from 'Utdies & Other Income' Worksheet Links from 'Utdies & Other Income' Worksheet	Projected LOSP Spit Terant Charges
inant Charges 1997/00/1997/1997/1997/1997/1997/1997/19	170	680	850	Links from "Utities & Other Income" Worksheet	Alternative LOSP Split
ther Commercial Income (thickness from Capitalized Reserve (deposit to operating account)	0	0		Links from 'Commercial Op Budget' Worksheet	Withdrawal from Capitalized Reserve (do
Gross Potential Incor acancy Loss - Residential - Tenant Rents	te 294,381 (1,375)	1,042,810	1,379,612	Vacancy loss is 2% of Tenant Rents	
acancy Loss - Residental - Tenant Assistance Phyments acancy Loss - Commercial	990050194390	(6,958)	(6,958)	Vacancy loss is 2% of Tenant Assistance Payments It inks from Commercial Op. Budget Workshoret	
EFFECTIVE GROSS INCOM	E 293,006	1,022,104	1,357,531	PUPA: 13,441	
PERATING EXPENSES					Patrameters I OSO Sole in 1819-1911
anagement anagement Fee	13,211	52,846	66,057	5% of GRP (tenant rents plus tenant non-LOSP tenant assistance)	Alternative LOSP Split Management Fee
sel Management Fae Sub-total Management Expens	0 es 13.211	52.846	66.057	PUPA: 654	About Messgarment Fea 3/51/05/31/19/31
staries/Benefits	54.868	101,899	156 787	GL 6710 3 0 FTE desk clerks 1 0 FTE Asst PM who is also week day desk clerk	Atternative LOSP Spirt Office Salaries
enager's Salary	17,717	32,904	50,621	GL 6330 1 0 FTE Property Manager	Manager's Salary Health Insurance and Other Benefits
sith insurance and Other Benefits her Salaties/Benefits	20,953	38,912 3,113	4 789	GL 6723 - Health insurance for property staff GL 6724 for 4038 contribution	Other Salaries/Benefits
ministrative Rent-Free Unif Sub-total Salaries/Benef	5,977 ts 101,191	11,099	17,076 289,118	GL 6331 - admin rent free unit for resident manager PUPA: 2,863	Administrative Rest-Free Unit is exercise
ministration		0		GI 6210	<del>.                                    </del>
vertising and Marketing ice Expenses	751	3,003	3,754	GL 6250 Office supplies, copier lease, postage	
for Rent gal Exponse - Property	0 6 680	2,720	3,400	GL 6340 Legal consults, and 1 eviction	Projected LOSP Split Legal Expense - Property
dif Expense akkeeping/Accounting Services	2.400 1.800	9,600 7,200	12,000	GL 6350 annual audit and tax GL 6351 - \$7.50 per unit bookkeeping fee	Projected LOSP Split 1994 State Project
d Debts	60 7,522	240 30,086		GL 6370 based on properly history GL 6355 Computer & IT services + GL 6360 Tel & Answering Services + GL 6250	Bod Debts
Sub-total Administration Expens		52,850	66,062	PUPA: 654	(Mariana I Ambara)
lities schooly language appropriate out agreement and a secure of second and a second and a second and a second and a	11,314	45,256	56,570	GL 6450 - electricity	Projected LOSP Spie 14/2/14/2015/15/15 Electroity (1994) (1994) (1994)
niter	6,920 8,157	27.678 32.629	34,598	GL 6451 - water GL 6452 - gas	
wer	9,915	39,659	49,574	GL 6453 - sewer PUPA: 1,797	
Sub-total Utiliti xes and Licenses	es 36,306	145,222	181,528	COFA: 1,000	Alternative LOSP Split
nal Estate Taxes		0	(Seguille	All in commercial tab	Red Estate Taxes
profi Taxes scellaneous Taxes, Licenses and Permits	7,656	14 219 3,817	21,875 4 771	GL 6711 - for property staff GL 6790 misc permits: DPH business scense, gross receipts, FTB etc.	Payed Trans I de aureur de la Comp
Sub-total Taxes and Licens	es 8,610	18,036	26,646	PUPA: 284	
surance roperty and Liability insurance	8,953	35,810	44,763	GL 6720 - annual property and GL insurance	
delity Bond Insurance forker's Componsation	5,520	10,251	15,770	GL 6722 - for property staff	Alternative LOSP Split Worker's Componsation
rector's & Officers' Liability Insurance Sub-total Insuran	0		60.533	PUPA: 599	4
aintenance & Repair					In the state of th
ryroll spolice: 18 9.5 - Estato Calabata (n. 1888) 9.5 - Estato (n. 1888) 9.5 - Estato (n. 1888) 9.5 - Estato (n. 18	8,987	35,948 14,928	18,660	GL 6540 1.0 FTE Maintenance Tech - Repairs Payroll GL 6541 reapirs supply+ GL 6561 decorating supplies + 6515 Janitorial Supplies	Projected LOSP Split Supplies
entracks urbage and Trash Removal	31,123 6,179	124,493 24,718	155,616 30,897	GL 6542 repairs contract fire, plumbing, boiler, windows etc) + GL 6517 Janifer Contract GL 6525 - Garbage	Contracts     Atternative LOSP Split
curity Payroli/Contract  VAC Repairs and Maintenance	3,780 2,500	7,020	10,800	GL 6530 - contract front desk staff	Security Psycul/Contract
				Part of GL 6542 elevator contracts	
ehicle and Maintenance Equipment Operation and Repairs	0	10,000	12,500	Part of GL 6542 elevator contracts	
ehicle and Maintenance Equipment Operation and Repairs	0		12,500	Part of GL 6542 elevator contracts  PUPA: 2,707	
ehicle and Maintenance Equipment Operation and Repairs incollaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expens	0 0 es 56,302	0 0 217,106	273,408	PUPA: 2,707	Alternative LOSP Spin
ehicle and Maintenance Equipment Operation and Repairs	0	0	273,408 51,881		Atternative LOSP Split Supportive Services
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1 of 2

Application Date:

4/19/2018

First Year of Opera

r of Operations (provide data assuming that

that

INCOME			
Residential - Tenant Rents	LOSP 0.00%	non-LOSP 100 00%	Approved By (regd)
Residential - Tohant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments			
Commercial Space Residential Parking	Coordinate Control	land Copy and the land	Accessed the bands of process of the bands o
Miscelaneous Rent Incorre Supportive Services Incorre	LOSP	non-LOSP	Approved By (regd)
Interest Income - Project Operations Laundry and Vending		non-LOSP to be detected.	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Tenant Charges Miscellaneous Residential Income	20,00%	Advistante retraction com	
Other Commercial Income Withdrawel from Capitalized Reserve (deposit to operating account)	LOSP to operating account)	nori-LOSP	Approved By (rend)
Gross Potential Income Vacancy Loss - Residential - Tenant Rents	i		
Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	}		
EFFECTIVE GROSS INCOME	Ī		
OPERATING EXPENSES Management	LOSP (IIII) (VALISY III) (III)	non-LOSP	Approved By (reqt)
Management Fee Asset Management Fee			men er an en period a miner pro-liberar de maria com les estats en normalista de Lambona, estats d'Ampias de Sanda (11 april 1
Sub-total Management Expenses Salaries/Benefits	LOSP	non-LOSP	Approved By (repd)
Office Salaries of Halling and Ulfra and Architecture and Architecture Manager's Salary USA Systematics and Architecture	35 00% 35 00%	65 00% 65 00%	(4) On the control of the control
Health insurance and Other Benefits  Other Salarier/Benefits	35 00% 35 00%	6500%	STATEMENT OF THE PROPERTY OF T
Administrative Rent-Free Unit Sub-total Salaries/Benefits	35.00%	65 00%	Napon suu amankemaa Skuusin ka maka Skarak
Administration	1		
Advertising and Marketing Office Expenses	nem arkananakan meleli	L. rom	Contractoristic #1 CSD anartic accounts on band
Office Rent Legal Expense - Property State and Selection of the Automatical Selection of the Company of the Com	LOSP 20 00%	non-LOSP 80 00%	(only acceptable If LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Audt Expense Bookkeeping/Accounting Services		non-LOSP	(only acceptable If LOSP-specific expenses are bring tracked at entry level in the project's accounting system)
Bad Debts Miscellaneous			
Sub-total Administration Expenses	LOSP of colonical performance	non-LOSP process state	(only acceptable if LCSP-specific expenses are boing tracked at entry level in the project's accounting system)
Electricity in a belong an an electricity of the second and the se	P\$55000 R50000 20,00%	80 07%	American and the season of the
Gas. Sower	j		
Sub-total Utilities Taxes and Licenses	Lose	non-LOSP	Approved By (regd)
Real Extrict Taxes	glyggg21ggd80k1		
Payroll Taxes  Miscellaneous Taxes, Licenses and Permits	35 00%	65 00%	POSSOCIONES (Compressor Angeles addressor alla
Sub-total Taxes and Licenses Insurance			
Property and Liability Insurance Fidelity Bond Insurance		non-LOSP	Approved By (regd)
Warker's Compensation Director's & Officers' Liability Insurance	35 00%	65.00%	
Sub-total Insurance Maintenance & Repair	·		
Payroll Supplies 1922 Paragraph Payroll Supplies 1922 Payrol	LOSP 20.00%	non-LOSP 80.00%	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's ecocurting system)
Gorgages Contracts Garbage and Trash Removal	LOSP	non-LOSP	Approvid By (regd)
Garbage and Frash Removal Security Payroll/Contract HVAC Repairs and Maintenance	35.00%	65,00%	
Vehicle and Maintenance Equipment Operation and Repairs	1		
Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	TOSS STATISTANIA STATISTANIA	non-LOSP	Approved By (rept)
Supportive Services	LOSP 0 00%	non-LOSP 100 00%	
Commercial Expenses	1		
TOTAL OPERATING EXPENSES			
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent		Electronic of the control of the con	
Bond Mondoring Fee Replacement Reserve Deposit	LOSP	non-LOSP	Approved By (reed)
Operating Reserve Deposit Other Required Reserve 1 Deposit	<u> </u>	CONTRACTOR OF THE PROPERTY OF	
Other Required Reserve 2 Deposits Required Reserve Deposits, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees	j		
Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w Reserves/GL Base Rent/ Bond	•		
TOTAL OPERATING EXPENSES (w Reserves/GL Base Rent/ Bond Fees)			
NET OPERATING INCOME (INCOME minus OP EXPENSES)			
DEBT SERVICE/MUST PAY PAYMENTS ("hald debt"/amortized loans)   Hard Debt   First Lender	LOSP	non-LOSP	Approved By (mgd)
Hard Dobt - Second Londor (HCD Program 0.42% pyrnt, or other 2nd Len	42% pyrnt, or other 2nd Lende	South British Straightface	principal de la company de la
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender	n, or other 3rd Lander)		THE HEAD OF THE
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE	,		
CASH FLOW (NO! minus DEBT SERVICE) Commercial Only Cash Flow			
Alocation of Commercial Surplus to LOPS(non-LOSP (residual mooms))  AVAILABLE CASH FLOW	n-LOSP (residual income)	organic United States and	
USES OF CASH FLOW BELOW (This rowade shows DSCR.) USES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL			
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	}		
Partnership Manugement Fee (see pokey for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see pokey for limits) Other Payments	LOSP	non-LOSP	Approved By (rogd)
Other Payments Non-amortizing Loan Pmnt - Lender 1 (select kinder in comments field) Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)	ender in comments field)	reconstruction (VARIALIA reconstruction (Santable of A	
Non-amortizing Loan Print: Lender 2 (select lender in comments ledd)  Deterred Developer Fee (Enter aint <= Max Fee from cell (130)	0.00%	100 00%	
TOTAL PAYMENTS PRECEDING MONCO			
RESIDUAL RECEIPTS (CASH FLOW mous PAYMENTS PRECEDING MOHCD)			
Residual Receipts Calculation  Does Project have a MOHCD Residual Receipt Obligation?			
Will Project Defer Developer Fee?  Max Deferred Developer Fee?  Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr 1	. 0		
% of Residual Receipts available for distribution to soft debt lenders in			
Soft Debt Lenders with Residual Receipts Obligations			
Soft Debt Lenders with Residual Receipts Obligations MOHCD/OCIs - Soft Debt Loans MOHCD/OCIs - Ground Lease Value	1		
HCD (soft debt loan) - Lender 3			
Other Soft Debt Lender - Lender 4 Other Soft Debt Lender - Lender 5	1		
MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD Residual Receipts Amount Dise	1		
Proposed MOHCD Residual Receipts Amount to Loan Repayment	1		
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS			
DEBT SERVICE			
NON-MONCO RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due	1		
Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due	1		
Total Non-MOHCD Residual Receipts Debt Service			
REMAINDER (Should be zero unless there are distributions below)	_		
Owner Distributions/Incentive Management Fee Other Distributions/Inces	1		

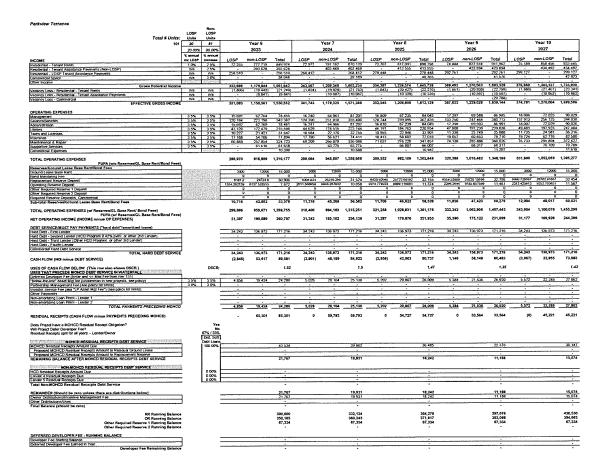
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# Attachment C: 20-year Operating Proforma

#### MOHCO Proforms - 15-Year Cash Flow Summary

		Non-															
Total # Units:	LOSP	LOSP Units															
101 a Official a Offic	Units 20	81		Year 1			Year 2			Year 3			Year 4			Year 5	
	20 00%	80 00%		2018			2019			2020			2021			2022	
INCOME	the LOSP	increase		non-LOSP	Total	LOSP	non-LOSP	Total		non-LOSP	Total		non-LOSP	Total		non-LOSP	Total
Residentali - Tenant Renti: Residentali - Tenant Assistance Payments (Non-LOSP)	10%	25%	68,748	687 390 347 910	756 138 347,910	69,435	704,575 356,608	774 010 356 668	70 130	722,189 365,523	797.319 365.523	70,831	374 661	811,075 374,661	71,539	758 750 384 027	384 027
Residential - LOSP Tenant Assistance Payments	n/a	ri/a	223,755	047,370	223,755	730 943		230,943	239,079		239 079	247,134		247,134 35.864	254,090		254 090 36 940
Commercial Space	n/A	30%	<del></del>		37,820	<del></del>		33,805		:			<u>:</u>	-	<del>- :</del>		
Grows Potential Income Vacancy Loss - Registrate - Tenant Ronts	n/a	n/a }	(1.375)	1,042,810	1,379,612 (15.123)	302,303	1,068,881	(19,350)	311,182 (1.753)	1,095,603	1,451,690 (19 808)	319,987 (1.771)	1,122,993	1,489,182	327,702	1,151,068 (18.969)	1,526,306
Vecancy Loss - Residential - Tenant Assistance Payments	n/a	nra	11,0107	(6.958)	(6 958)		(8.915)	(8.915)		(9.138)	(9.138)		(9,367)	(9,367)		(9 601)	(9.601)
Vacancy Loss - Commercial EFFECTIVE GROSS INCOME	D/a_	n/a	293,006	1,022,104	1,357,531	300,567	1,042,351	1,386,563	309,429	1,069,410	1,422,744	318,216	1,095,120	1,459,538	325,914	1,122,498	1,485,948
OPERATING EXPENSES																	
Management	35%	35%	13,211	52,846 187 927	56 057 289 118	13,674	54,695 194,504	68,369 269,237	16 152	56 610 201 312	70,762 309,711	14 648	55 591 208 358	73,239 320,550	15.160 116.119	60 642 215 650	75 802 331 770
Seinnes/Benefits Administration	3.5%	3.5%	13 212	52,850	66,062	13 675	54 699	68,374	14,153	56,614	70,767	14 649	208 358 58 595 161 011	73 744	15,162 41,662	50 646 156 646	75 808 208 308
Utitions Taxes and Licenses	35%	35%	36 306 8 610	145,222 18 036	181,578 26 646	37 576 8 912	150,305 18 667	187 881 27 579	38 891 9 274 15 503	155,566	194,457 28,544	40,253 9,547	19 996	29.543	9.881	20 696	30,577
Insurance	35%		14,472 56 302	46 061 217 106	60 533 273 408	14 979 58 272	47 673 224 705	62,652 282,977	15,503 60,312	49 342 232 570	64 844 292 881	16 045 62 423	51.069 240.710	67,114 303 132	16 607 64 607	52,856 249,135	69 463 313 742
Marilenance & Repair Supportive Services	35%	35%		51,851	51 881		53 697	53 697		55 576	55.576		57,521	57,521		59,535	59 535 10 119
Commercial Expenses	تــــــــــــــــــــــــــــــــــــــ	HSTREEN G			6,959		<del></del>	9,336			9,588			9 849			
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees)	L		243,305	771,929	1,024,326	251,821	798,945	1,050,103	250,634	826,909	1,097,131	269,757	855,851	1,135,466	279,198	885,806	1,175,123
Renotves/Ground Leane Base Rentifland Fees Ground Lease Base Kret	000000000000000000000000000000000000000	TANGEST STATE	3000	12000	15 000	3000	12000	15 000	3000	12000	15 000	3000	12000	15,000	3000	12000	15,000
Rond Monitoring Fee	1		6050	24249	30,300	9000	24240	30 300	0	24240	30 300	60%	24240	30 300	6000	24240	30 300
Replacement Reserve Deposit Operating Reserve Deposit	100		5000	20000	25,000	4000	14000	20,000	4000	16000	20,000	3815.9/2944	14453 89170	16 080	1820,23946	7280.95892	9 101
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit			D D	0	0	9		0	0	0	<u>0</u>		0				0
Required Reserve Deposits: Commercial			0		0			6		52,240	65.300	47.536	50.704	63,380	10.880	43.521	34.401
Sub-total Reserves/Ground Lease Base Rent/Bond Fees			14,060	56,240	70,300	13,060	52,240	65,300	13,060		,	12,676				,	
YOTAL OPERATING EXPENSES (w/ Reservan/GL Base Rent/ Bond Fees) PUPA (w/ Reservan/GL Base Rent/Bond Fees)			257,365	828,169	1,094,525	264,881	851,186	1,125,403	273,684	879,149	1,162,431	282,433	906,555	1,198,636	290,078	929,327	1,229,524
NET OPERATING INCOME (INCOME minus OP EXPENSES)			35,641	193,936	262,905	35,687	191,165	261,181	35,734	189,261	260,312	35,784	188,565	260,702	35,835	193,171	266,424
DEBT SERVICE/MUST PAY PAYMENTS ("Text debt"(amortized loans)								171 216			171 216	34 243	136 973	171,216	34.243	136 973	171,236
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pyint, or other 2nd Lender)	4	-	34.243	136 973	171.216	34.243	136,973	1/1,216	34,243	136,973	1/1 216	34.243	136 9/3	1/1,210		136 9/3	171,276
Hard Debi - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debi - Fourth Lender	1	- :									<u> </u>		-				_ <u>:</u>
Commercial Hard Dobt Service TOTAL HARD DEBT SERVICE	1		34,243	126 873	171,216	34,243	136 973	171,216	34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,215
CASH FLOW (NOI minus DEBT SERVICE)			1,398	56,963	81,689	1,444	54,192	89,945	1,491	52,288	89,096	1,541	51,592	89,485	1,592	56,199	95,208
USES OF CASH FLOW BELOW (This row also shows DSCR.)	7	DSCR:			1.54			1,53			1.52			1.52			1,56
USES OF CASH FLOW BELOW (Into few also shows DSCR)  USES THAT PRECEDE MONED DEBT SERVICE IN WATERFALL  Detected Developer Fre (Enter on) 4 th Max Fee from time 131)								-			·						
"Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Pertuership Management Fee (see policy to limits)	35%	3.5%	6,720	26.879	33 599	6 921	27.685	34 607	7.129	28 516	35 645	7,343	29 371	36 714	7,563	30 252	37,816
Investor Service Fee (nkn "LP Asset Mot Fee") (see policy for limits)			1.344	5,375	6,719	1,384	5 536	6.921	1,426	5,703	7,126	1,468	5.874	7.342	1,512	6 050	7.562
Other Prements Non-amorbzing Loan Prant - Lender 1	1	:	<del></del>										0,014				
Non-amortong Loan Print - Lender 2 TOTAL PAYMENTS PRECEDING MONCO	1						:				<u>:</u>	- :-				<del></del>	<u> </u>
			8.064	32,254	40,318	#,305	33,222	41,527	8,555	34,218	42,773	8,611	35,245	44,056	9,076	36,302	45,378
			2,064	32,254	40,318			41,527	8,555			8,611	35,245		<del></del>	36,302	45,378
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)			£,064	32,254 51,371	40,318	8,305 0	33,222 42,418	41,527 48,418		34,218 46,323	42,173 46,323		= =	44,056	9,076		
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Devolution Fee?		Yes No	8,064										35,245	44,056	9,076		
Does Project have a MOHCD Residual Receipt Obligation? Will Project Order Developer Fee? Residual Receipts split for all years Lander/Owner		67% / 33%	8,064										35,245	44,056	9,076		
Does Project have a MOMCD Residual Recopt Obligation? Will Project Devide Fee? Residual Recopts split for all years - Lander/Devier MOMED RESIDUAL RECEIPTS DEST SERVICE		Mo 67% (33% Debt Loans	5,064		51,371			48,418			46,323		35,245	44,056 45,430	9,076		49,530
Does Private have a MOHECE Fieed All Recorpt Disignation?  Vest Private Breat Recorpt Disignation of Residual Recorpts spift for it years - Lander/Drivate Recorpts spift for it years - Lander/Drivate Recorpts Spift for its years - Lander/Drivate Recorpts District Spiritude (COST) Spiritude Recorpts Record Recorpts District Spiritude (COST) Spiritude Record		Mo 67% / 33% Drg. Soft	£,064										35,245	44,056	9,076		
Does Project have a MCHCD Residual Recorpt Obligation? Will Project Does Does Specification of the Residual Recorpt page for any specific page of the Residual Recorpt page for any specific page of the Residual Record Residual Record Residual Residual Record Residual Residu		Mo 67% (33% Debt Loans	8,064		51,371			48,418			46,323		35,245	44,056 45,430	9,076		49,530
Does Prepared have a MOHEOD Earnaud Recogni Chalpston? With Prepared Developer Fine! Recognic Recognic spot for all years - Lander/Choner Recognic Recognic spot for all years - Lander/Choner Recognic Recognic Amplication Recognition Security Spots SERVINGS.  (MCHICA) Despited Recognition Recog		No 67% ( 33% Dest. Soft) Debt Loans 100.00%	8,064		51,371 34,245			48,418 32,279			46,323 30,852 15,441		35,245	44,056 45,430 30 287	9,076		49,530 33,220
Does Fregor Lines a MOHED Descoul Receipt Christoper? With Preach Defer Developer Facil Receipts (Receipt Developer Facil Receipts (Receipt Developer Facil Receipts (Receipt Developer Facil Receipts (Receipts Developer Facil Receipts (Receipts Developer Facility) Receipts (Receipts Receipts Receipts Developer Facility) Receipts (Receipt Receipts Receip		No 67% / 33% Dist. Soft Debt Loans 100.00%	E,064		51,371 34,245			48,418 32,279			48,323 30,882		35,245	44,056 45,430 30 287	9,076		49,530 33,220
Does Prepared have a MOHEOD Desmark Recogn Chalageter? With Prepared Desmark Recognit Prepared Recognit Recognit post for all years - Lander/Chores Recognit		No 67% ( 33% Dest. Soft) Debt Loans 100.00%	E,064		51,371 34,245			48,418 32,279			46,323 30,852 15,441		35,245	44,056 45,430 30 287	9,076		49,530 33,220
Does Preparations a MUNIFED Date and Recogn Chapters? With Present Dearf Chapter Feel' Residual Recognit page for all years - Lander/Chapter Residual Recognit page for all years - Lander/Chapter Residual Recognit page for all years - Lander/Chapter Recognit Chapter Chapter Chapter Chapter SERVINCE (MUNIFED SERVIN RECOGNIT PROPERTY RECOGNIT SERVIN RECOGNIT DEATH RECOGNIT DEATH RECOGNIT PROPERTY RECOGNIT DEATH RECOGNIT PROPERTY RECOGNIT DEATH RECOGNIT DE		No 67% (33% Debt Loans 100.00% 0.00%	E.084		51,371 34,245 17,124			32,279			48,323 30,852 15,441		35,245	44,056 45,430 30 287 15,143	9,076		49,530 33,220 16,610
Does Project have a MOHED Describe Record Chapteror? With Propact Does Developer Feel Records Records Records Record Records R		No 67% (33% Debt Loans 100.00% 0.00%	E,064		51,371 34,245			48,418 32,279			46,323 30,852 15,441		35,245	44,056 45,430 30 287	9,076		49,530 33,220
Does Prepart later a MUNICED Designated Recognit Cologotean? With Presch Detect Descript Feed Recisional Recognit page for an important control of the Recisional Recognition of the Recisional Recognition and Recognition Americal to Recognition of the Recisional Recisional Recognition of the Recisional Recisiona		No 67% (33% Debt Loans 100.00% 0.00%	5,064		51,371 34,248 17,124			48,418 32,279 16,139			46,323 30,882 15,441		35,245	44,056 45,430 30,287 15,143	9,076		49,830 33,220 16,610
Does Project have a MOHED Describe Record Chapters? With Prayact Does Developed Feel Records R		No 67% (33% Debt Loans 100.00% 0.00%	5.064		51,371 34,245 17,124 17,124 17,124			48,418 32,279 16,139 16,139 16,139			46,323 30,852 15,441 15,441 15,441		35,245	44,056 45,430 30,287 15,143	9,076		49,530 33,220 16,610
Does Prepared Laws a MOHEOD East and Recogn Chalageton? With Prepared Developer Fire! Recogna Recogna spot for all years - Lander/Chores Recogna Recogna spot for all years - Lander/Chores Recogna Recogna Ampoint Day MOHEOD RESIDENT RECOGNATION RECOGNATION AND APPLICATION OF THE PROPARED RECOGNATION AND APPLICATION APPLICATION AND APPLICATION AP	S	No 67% (33% Debt Loans 100.00% 0.00%	5,064		51,371 34,246 17,124 17,124 17,124 17,124 140,494 275,332			48,418 32,279 16,139 16,139 16,139 178,794 295,312			46,323 30,852 15,441 15,441 15,441 206,094 215,312		35,245	30 287 15,143 15,143 15,143 228,384 233,412	9,076		49,530 33,220 16,610 16,610 16,610 209,684
Does Project have a MOHED DERSHAM Record Chipston? With Practic Deer Devotager Fare? Records Records (Records Area) Records Records (Records Area) Records (Reco	S	No 67% (33% Debt Loans 100.00% 0.00%	5.064		51,371 34,245 17,124 17,124 17,124			48,418 32,279 16,139 16,139 16,139			46,323 30,852 15,441 15,441 35,441 208,094		35,245	44,056 45,430 30,267 15,143 15,143 15,143 238,394	9,076		49,530 53,220 
Does Prepared Laws a MOHEOD East and Recogn Chalgeton? With Prepared Developer Fine* Recognic Recognic Section	S	No 67% (33% Debt Loans 100.00% 0.00%	5.064		51,371 34,246 17,124 17,124 17,124 17,124 140,494 275,332			48,418 32,279 16,139 16,139 16,139 178,794 295,312			46,323 30,852 15,441 15,441 15,441 206,094 215,312		35,245	30 287 15,143 15,143 15,143 228,384 233,412	9,076		16,610 16,610 16,610 289,884 442,513
Does Fregos Laine a MONED Resould Record Displace? With Preach Defe Province Fine? Resould Records profe of synthe-Lendriformer Resould Records profe of synthe-Lendriformer Resould Records profe of synthe-Lendriformer Resould Record Records Records Records Records Records Records Record Records Records Records Records Records Records Records Resould Records Records Records Records Records Records Records Resould Records Records Records Records Records Records Resould Records Record	S	No 67% (33% Debt Loans 100.00% 0.00%	5.064		51,371 34,246 17,124 17,124 17,124 17,124 140,494 275,332			48,418 32,279 16,139 16,139 16,139 178,794 295,312			46,323 30,852 15,441 15,441 15,441 206,094 215,312		35,245	30 287 15,143 15,143 15,143 228,384 233,412	9,076		16,610 16,610 16,610 289,884 442,513
Does Prepared have a MOHED DE Restaud Recept Chapteror? With Prepared Developer Feel Receptage Recepts page for any super-, - transfer/Convert Recepts Recepts page for any super-, - transfer/Convert  (MC-PTO-) Streams Recepts Among the Recept Property SERVICE  (MC-PTO-) Streams Recepts Among the Recept Property SERVICE  (MC-PTO-) Streams Recepts Among the Receptors page for the Recept Property SERVICE  (MC-PTO-) SERVICE PROPERTY SERVICE  (RECEPTS DESIDERATE SERVICE) AMONG THE RECEPTS DEST SERVICE  (NC) Desidual Recepts Among the Recepts page for the SERVICE  (NC) Desidual Recepts Among the Recepts page for the SERVICE  (NC) Desidual Recepts page for the SERVICE  (NC) Desidual Recepts page for the SERVICE  (NC) Desidual Recepts page for the SERVICE  (NC) DEST SERV		No 67% (33% Debt Loans 100.00% 0.00%	5.064		51,371 34,246 17,124 17,124 17,124 17,124 140,494 275,332			48,418 32,279 16,139 16,139 16,139 178,794 295,312			46,323 30,852 15,441 15,441 15,441 206,094 215,312		35,245	30 287 15,143 15,143 15,143 228,384 233,412	9,076		49,530 33,220 16,610 16,610 16,610 209,684

#### MOHCO Proforms - 15-Year Cash Flow Summar



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#### MOHCD Proforms - 15-Year Cash Flow Summary

Parkview Terraces																	
	LOSP	LOSP															
Total # Units:	Unite 20	Unite		Year 11			Year 12			Year 13			Year 14			Year 15	
	20 00%	80 00% X annual		2028			2029			2030			2031			2032	
INCOME	inc LOSF	HISTORIES 2 5%	LOSP 75 941	non-LOSP	Total 955 858	LOSP 76.700	non-LOSP 901 916	Total 978 616	LOSP 77 467	974 463	Total 1.001 930	LOSP 78 242	947.575	Total 1 025 817	LOSP 79 024	971 264	Yotal 1,050,288
Residental - Tenart Rents. Residental - Tenart Assistance Payments (Non-LOSP) Residental - (CSP Tenart Aprilating Payments.	n/a	25%	314 509	445.354	445 354 314 509	321 490	456,488	406 458 321 490	333 288	467.900	467.900 333 288	345.511	479,597	479 597 345 511	39A 182	491.587	491 587 358 182
Commercial Space	D/A	3 0%	213.303		44 108	321,440		45,431			46,794			48,198			49 644
Other Income Grown Potential Income Vacancy Loss - Residential - Tenant Rents	n/a	n/a	392,853	1,334,885	1,784,135	400,653	1,368,258 (22,548)	1,826,938 (24 465)	413,280 (1,937)	1,402,464 (23,112)	1,875,449 (25,048)	426,340 (1.956)	1,437,526 (23,689)	1,925,297 (25 645)	439,859	1,473,464	1,976,531
Vecancy Loss - Residential - Tenant Assistance Payments	n/o	n/a	11,699)	(11 134)	(23.896) (11.134) (22.054)	Alexan	(11.412)	(11.412)	(1,237)	(11.697)	(11,697)		(11,990)	(11,990)	1,310	(12,290)	(12,290)
Vacancy Loss - Commercial EFFECTIVE GROSS INCOME	nia	n/a	390,955	1,301,754	1,727,051	390,738	1,334,298	1,791,060	411,343	1,367,655	1,839,703	424,384	1,401,846	1,827,662	437,883	1,436,893	1,937,984
OPERATING EXPENSES	3.5%	35%	18,636	74 544	93 180	19.288	77 153	96 442	19 963	79 854	99 817	20 662	82 649	103 311	21 385	85 541	106 927
Management Salanes/Benefits	35%	35%	142 740	265 089 74 550	407 830 93 187	147 736	274.367 77 159	422,104 96,449	152 907	283 970 79 859	436 877	158 759 20 664	293 909 82 654	452 168 103 318	163,798 21,387	304 196 85 547	467,994
Administration United	352	355	51,213 12 146	204.851 25.441	256 063 37 587	53,005	212,020 26 331	265,025 38,902	54 860 13 011	219 441 27 253	274 301 40 264	56.780 13.466	227,121 28,207	283 902 41 673	58 768 13 938	235 071 29 194	293,638 43,132
Taxes and Ucerses Insurance	35% 35%	35%	20 414 79.419	64 973	85,388	21,129	67.248	88.376 316/.167	21 868 85 076	69 601	91 470 413 138	22.634 88.053	72.037 339.545	94 671 427 596	23,426 91,135	74 559 351 429	97.984
Manfenance & Report Supportive Services	3.5%	35%	79,419	306,250 73,183	385 669 73 183	82,199	316.969 75,745	75,745	85.076	378,063 78,396	78 396	88 003	81,140	81 140 13 017	91,135	83 980	83 980 13 398
Commercial Expenses		BROKER			11 950			12,293			12,649		4 202 20-		202 07.	4 740 54-	
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/Gi, Base Rent/Bond Fees)			343,206	1,005,881	1,444,037	355,218	1,126,992	1,494,503	367,650	1,166,437	1,546,736	380,518	1,207,262	1,600,797	393,836	1,249,516	1,656,751
RenervaniGround Lease Base RentiBond Fees Ground Lease Rose Rent	0000000	802833301	3000	12000	15,000	3000	12000	15,000	3000	12000	15,000	3000	12000	15,000	3000	12000	15,000
Sond Monitoring Fee Replacement Reserve Deposit		000	6024 544261	27296 17764	0 34 123		27844 14058	34 805	7100.25564P	28401 DZ34	35 501	7242,200698	28969 04386	36.211		29042.42474	36,936
Operating Reserve Deposit Other Required Reserve 1 Deposit			2392 644589	9570.578357 0	11 963	2491 254312 6	9565.037249 0	12 456 0	2552 107431 0	1032a 43973 0	12,911	2009.164821 U	10676 65928 0	13,346 C	27%C 32090H	11041 20363	13.802
Other Required Reserve 2 Deposit Required Reserve Deposits: Commercial			0	<u>0</u>			<u>0</u>	0	0	0	D	0	0		9	. 0	0
Sub-total Reserves/Ground Lease Base Rent/Bond Fees			12,217	49,869	61,086	12,452	49,009	62,261	12,682	50,729	63,412	12,911	51,646	64,557	13,147	52,590	65,737
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) PUPA (w/ Reserves/GL Base Rent/Bond Fees)			355,423	1,137,750	1,505,123	367,670	1,176,801	1,556,785	380,333	1,217,165	1,610,148	393,430	1,258,908	1,665,355	406,984	1,302,106	1,722,488
NET OPERATING INCOME (INCOME minum OP EXPENSES)			35,532	164,004	221,929	31,066	157,496	234,296	31,010	150,489	228,555	30,955	142,938	222,308	30,899	134,786	215,496
DEST SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)			34 243	136 973	171.216	34.243	136 973	171,216	34 243	136 973	171 216	34 263	126 973	171,216	34.243	136 973	171,216
Hisro Dest - Second Lender (HCD Program 0.42% pyets or other 2nd Lender) Hard Dest - Third Lender (Other HCD Program, or other 3rd Lender)														-	-	-	
Herd Dept - Fourth Lender Commercial Herd Debt Service				· · · · · · ·					· · · · ·							<u>-</u>	
TOTAL HARD DEBT SERVICE	'		34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,216	34,243	136,973	171,216
CASH FLOW (NOI minus DEBT SERVICE)			1,289	27,031	50,713	(3,177)	20,523	63,080	(3,233)	13,516	57,339	(3,288)	5,966	51,092	(3,344)	(2,186)	44,280
USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL		DSCR:			1.3			1.37			1.33			1.3			1.26
Deletred Operfoper Fee (Enter ant) <= Max Fee from row 131) "Below-the-line" Asset Mgl fee (uncommon in new projects, see policy)	3.5%	3 5%	5,767	23 070	28,837	5.969	23,877	29 846	6.178	24.713	30,891	6,394	25 578	31,972	6.618	26 473	33,091
Pertnership Management Fee (see policy for limits)  (investor Service Fee (aka "LP Asset Mgl Fee") (see policy for limits)	3 0%	3.0%	<u> </u>	<del></del>				- :	- :			<del></del>	<del></del>		· · ·	- :	<del></del>
Other Payments Non-emortizing Loan Print - Lender 1			:					<del>;</del>	<del>-</del> -	-:				:-			<del></del>
Non-amortang Loan Pmnt - Lender 2 TOTAL PAYMENTS PRECEDING MONCO	1		5,767	23.070	28,837	5,969	23,877	29,845	6,178	24,713	30,891	6,394	25,57¢	31,972	6,618	26,473	33,091
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MONCO)				21,875	21,875		33 233	33,233		26 448	26.448		19,119	19,119		11,189	11,189
		Yes	٠	21,073	21,075		33,233	30,233		20,440	20,000	•	10,110	10,115		71,102	,,,,,,,
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee?		No 67% / 33%															
Residual Receipts split for all years I,ender/Owner		Dest. Soft															
MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD Residual Receipts Amount Due		Debt Loans 100.00%			14 584			22,155			17,632			12 746			7,45/9
Proposed MOHCO Residual Receipts Amount to Residual Ground Lease Proposed MOHCO Residual Receipts Amount to Replacement Reserve					7.292			11,078			8 815			5.373			3,730
REMAINING BALANCE AFTER MOHED RESIDUAL RECEIPTS DEBT SERVICE					7,292			11,076			8,816			8,3/3			3,730
NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due		0.00%															
Lender 4 Residua Recepts Due Lender 5 Residual Recepts Due		0.00%						- :						<u>-</u> -			<u> </u>
Total Non-MCHCD Residual Recespts Debt Service					-			•			-			-			
REMAINDER (Should be zero unless there are distributions below)  Owner Deshbutions/incertibre Menagement Fee	1				7,292			11,078			8,816 8,816			6,373 6,373			3,730
Other Distributions/Uses Final Balance (should be zero)	l								_		-						
RR Running Salence					464,653			499,458			534,959			571,171			608,106
OR Running Balance Other Required Reserve 1 Running Balance					406,628 67,334			419,085 67,334			431,995 67,334			445,341 67,334			458,143 67,334
Other Required Reserve 2 Running Balance					-						•						•
DEFERRED DEVELOPER FEE - RUNNING BALANCE Developer Fee Starting Islance	1				- :												
Deterred Devisioner Fee Earned in Year  Developer Fee Remaining Salance  Developer Fee Remaining Salance	i																==
Developer ree Remaining Balance								•			•						-

Loan Committee Date: May 4, 2018 Page 14 of 14

# Attachment D: LOSP Funding Schedule A

# MOHCD Proforma - Exhibit A

# LOSP FUNDING SCHEDULE

Project Address:	Parkview T	erraces
Project Start Date:	4/1/2018	

Exhibit A

\$398,760

<b>Exhibit A</b> \$398,760						
				Total		
				Disbursement	Estimated	
		Full Year	# Months	for	Disbursement	FY Budgeted
Calendar Year		Funding Amount	to Fund	Calendar Year	Date	(for Disbursement)
CY-1	2018	\$223,755	9	\$167,817	3/1/2018	FY2017/18
CY-2	2019	\$230,943	12	\$230,943	1/1/2019	FY2018/19
CY-3	2020	\$239,079	12	\$239,079	1/1/2020	FY2019/20
CY-4	2021	\$247,134	12	\$247,134	1/1/2021	FY2020/21
CY-5	2022	\$254,090	12	\$254,090	1/1/2022	FY2021/22
CY-6	2023	\$258,510	12	\$258,510	1/1/2023	FY2022/23
CY-7	2024	\$268,412	12	\$268,412	1/1/2024	FY2023/24
CY-8	2025	\$278,448	12	\$278,448	1/1/2025	FY2024/25
CY-9	2026	\$292,761	12	\$292,761	1/1/2026	FY2025/26
CY-10	2027	\$299,127	12	\$299,127	1/1/2027	FY2026/27
CY-11	2028	\$314,509	12	\$314,509	1/1/2028	FY2027/28
CY-12	2029	\$321,490	12	\$321,490	1/1/2029	FY2028/29
CY-13	2030	\$333,288	12		1/1/2030	
CY-14	2031	\$345,511	12	\$345,511	1/1/2031	FY2030/31
CY-15	2032	\$358,182	12	\$358,182	1/1/2032	FY2031/32
CY-16	2033	\$371,318	12		1/1/2033	FY2032/33
Total Contract Amount: \$4,580,619						

Print Form

# **Introduction Form**

By a Member of the Board of Supervisors or Mayor



I hereby submit the following item for introduction (select only one): 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment). 2. Request for next printed agenda Without Reference to Committee. 3. Request for hearing on a subject matter at Committee. 4. Request for letter beginning: "Supervisor inquiries" 5. City Attorney Request. 6. Call File No. from Committee. 7. Budget Analyst request (attached written motion). 8. Substitute Legislation File No. 9. Reactivate File No. 10. Question(s) submitted for Mayoral Appearance before the BOS on Please check the appropriate boxes. The proposed legislation should be forwarded to the following: Small Business Commission ☐ Youth Commission Ethics Commission Planning Commission **Building Inspection Commission** Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form. Sponsor(s): Breed Subject: Grant Agreement - Parkview Terrace Partners LP - Local Operating Subsidy Program Contract - Parkview Terraces, 871 Turk Street - Not to Exceed \$4,580,619 The text is listed: Attached

For Clerk's Use Only

Signature of Sponsoring Supervisor: