File No. 210570

Committee Item No. <u>12</u> Board Item No.

COMMITTEE/BOARD OF SUPERVISORS

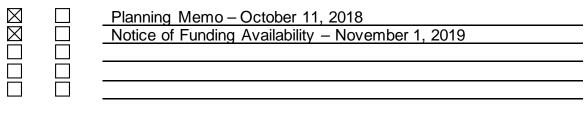
AGENDA PACKET CONTENTS LIST

Committee: <u>Government Audit and Oversight</u> **Board of Supervisors Meeting:** Date: June 3, 2021
Date: _____

Cmte Board

		Motion
\boxtimes		Resolution
		Ordinance
		Legislative Digest
\Box	\square	Budget and Legislative Analyst Report
		Youth Commission Report
		Introduction Form
\boxtimes		Department/Agency Cover Letter and/or Report
		MÔU
\boxtimes		Grant Information Form
\boxtimes		Grant Budget
		Subcontract Budget
\boxtimes		Contract/Agreement/LEASE
\boxtimes		Form 126 – Ethics Commission
\boxtimes		Award Letter
		Application
		Public Correspondence

OTHER



Prepared by:	John Carroll
Prepared by:	John Carroll
Prepared by:	John Carroll

 [Accept and Expend Grant - California Department of Housing and Community Development -Affordable Housing and Sustainable Communities Program - 2340 San Jose Avenue \$25,319,112]

Resolution authorizing the Mayor's Office of Housing and Community Development 4 ("MOHCD") to execute the Standard Agreements with the California Department of 5 Housing and Community Development ("HCD") under the Affordable Housing and 6 Sustainable Communities Program for a total award of \$25,319,112 including 7 \$15,319,112 disbursed by HCD as a loan to the Balboa Park Housing Partners L.P. 8 ("Developer") for a 100% affordable housing project at 2340 San Jose Avenue and 9 \$10,000,000 to be disbursed as a grant to the City and/or Developer for public 10 transportation improvements near 2340 San Jose Avenue, for the period starting on the 11 execution date of the Standard Agreements to June 30, 2040; and authorizing MOHCD 12 to accept and expend the grant of up to \$10,000,000 for transportation, bicycle and 13 pedestrian improvements and other transit oriented programming and improvement 14 approved by HCD.

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WHEREAS, The State of California, the Strategic Growth Council ("SGC") and the
 Department of Housing and Community Development ("Department") issued a Notice of
 Funding Availability ("NOFA") dated November 1, 2019, under the Affordable Housing and
 Sustainable Communities ("AHSC") Program established under Division 44, Part 1 of the
 Public Resources Code commencing with Section 75200; and

WHEREAS, The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, AHSC Program Guidelines adopted by SGC on October 31, 2019 ("Program Guidelines"), an application package released by the Department for the AHSC Program ("Application Package"), and an AHSC standard agreement with the State of California ("Standard Agreement"), the Department is
 authorized to administer the approved funding allocations of the AHSC Program; and

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

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

WHEREAS, Balboa Park Housing Partners L.P., a California limited partnership 10 ("Developer"), requested that the City and County of San Francisco (the "City"), acting by and 11 through Mayor's Office of Housing and Community Development (MOHCD), be a joint 12 13 applicant for AHSC Program funds for its project located at 2340 San Jose Avenue consisting of new construction of a 131-unit multifamily rental housing development affordable to very-14 15 low and low-income households, with 39 units set aside for HOPE SF residents voluntarily relocating, and 10,791 sq. ft of commercial space, with an early childhood education center, 16 17 community space and resource center, community bike space, and two additional spaces for 18 other public benefit purposes or community-serving purposes (the "Balboa Park Upper Yard Project"); and 19

20 WHEREAS, The San Francisco Municipal Transportation Agency ("SFMTA") plans to 21 perform transportation, bicycle and pedestrian improvements in the vicinity of the Balboa Park 22 Upper Yard Project (the "SFMTA Work"); and

23 WHEREAS, Along with the construction of the Balboa Upper Yard Project, Developer 24 and Bay Area Rapid Transit ("BART") have agreed to revitalize the Balboa Park BART Station 25 ("BART Work") adjacent to the Balboa Upper Yard Project, and Developer (or its affiliate) will
use a portion of any AHSC grant funds awarded for the BART Work; and

WHEREAS, On October 11, 2018, by Notice of Final Approval of an SB 35 Project, the
Planning Department by case No. 2017-012151PRJ, determined that the Balboa Upper Yard
Project met all the standards of the Planning Code and would be eligible for ministerial
approval under California Government Code, Section 65913.4 (Senate Bills 35 and 765),
California Public Resources Code, Section 21080, and the CEQA Guidelines, Sections
15002(i)(1), 15268 and 15369, and would therefore not be subject to the California
Environmental Quality Act (CEQA); and

WHEREAS, The Board of Supervisors authorized MOHCD to apply for AHSC Program
 funds and submit an Application Package as a joint applicant with the Developer through
 Resolution No. 24-20; and

WHEREAS, SFMTA and MOHCD entered into a Memorandum of Understanding to
 make commitments on behalf of the City for the Application Package; and

WHEREAS, The City, BART, and the Developer entered into a Memorandum of
Understanding to make commitments regarding the BART Work by Developer (or its affiliate),
and purchase of the BART car, and will enter into additional agreements related to completion
of the BART Work; and

WHEREAS, Through an award letter dated July 20, 2020, the Department made an award in the total amount of \$25,319,112, which includes \$15,319,112 to be disbursed by HCD as a loan to the Developer for the Balboa Park Upper Yard Project, and up to \$10,000,000 to be disbursed as a grant to the City for the SFMTA Work and to the City or the Developer for the BART Work and other transit-oriented programming and improvements approved by HCD, subject to the terms and conditions of the STD 213, Standard Agreement ("Standard Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors
 in File No. 210570; and

WHEREAS, The grant terms prohibit including indirect costs in the grant budget; and
WHEREAS, Subject to approval by the Board of Supervisors concurrently with this
Resolution, MOHCD will enter into a long-term ground lease with the Developer for the
property located at 2340 San Jose and a loan of up to \$24,459,458 for the Balboa Park Upper
Yard Project on file with the Clerk of the Board of Supervisors in File No. 210570; now,

8 therefore, be it

9 RESOLVED, That the Board of Supervisors approves and authorizes the MOHCD to 10 enter into the Standard Agreements with the Department, with terms and conditions that 11 AHSC Program funds are to be used for allowable capital asset project expenditures identified 12 in Exhibit A; and, be it

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

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

17 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of 18 MOHCD (or his designee) to execute and deliver any documents in the name of the MOHCD that are necessary, appropriate or advisable to accept and expend the AHSC Program funds 19 20 from the Department, and all amendments thereto, and complete the transactions 21 contemplated herein and to use the funds for eligible capital asset(s) in the manner presented 22 in the application as approved by the Department and in accordance with the NOFA and 23 Program Guidelines and Application Package; and, be it FURTHER RESOLVED, That all actions authorized and directed by this Resolution and 24

25 heretofore taken are ratified, approved and confirmed by this Board of Supervisors; and, be it

1	FURTHER RESOLVED, That within thirty (30) days of the Standard Agreement being
2	fully executed by all parties, MOHCD shall provide the final agreement to the Clerk of the
3	Board for inclusion into the official file.
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1	Recommended:	
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3	/s/ Eric D. Shaw, Director Mayor's Office of Housing and Community	
4	Mayor's Office of Housing and Community	Development
5		
6	Approved:	
7	/s/ London N. Breed, Mayor	/s/ Ben Rosenfield, Controller
8	London N. Breed, Mayor	Ben Rosenfield, Controller
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File Number:

(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form

(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

- 1. Grant Title: Affordable Housing and Sustainable Communities Program 2340 San Jose
- 2. Department: Mayor's Office of Housing and Community Development
- **3. Contact Person:** Benjamin McCloskey Telephone: 415-701-5575
- 4. Grant Approval Status (check one):
 - [x] Approved by funding agency [] Not yet approved
- 5. Amount of Grant Funding Approved or Applied for: \$10,000,000
- 6a. Matching Funds Required: \$0 b. Source(s) of matching funds (if applicable): N/A
- **7a. Grant Source Agency:** California Department of Housing and Community Development **b. Grant Pass-Through Agency (if applicable):** N/A
- 8. Proposed Grant Project Summary: Public transportation improvements
- 9. Grant Project Schedule, as allowed in approval documents, or as proposed: Start-Date: TBD End-Date: 6/30/2040
- 10a. Amount budgeted for contractual services: N/A; see attached expenditure schedule
 - b. Will contractual services be put out to bid? N/A
 - c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A
 - d. Is this likely to be a one-time or ongoing request for contracting out? N/A

11a. Does the budget include indirect costs?[] Yes[x] No

- b1. If yes, how much? \$
- b2. How was the amount calculated?
- c1. If no, why are indirect costs not included?
 - [x] Not allowed by granting agency[] To maximize use of grant funds on direct services[] Other (please explain):
- c2. If no indirect costs are included, what would have been the indirect costs? None.
- 12. Any other significant grant requirements or comments:

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

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

[] Existing Site(s)[] Existing Structure(s)[] Rehabilitated Site(s)[] Rehabilitated Structure(s)[x] New Site(s)[x] New Structure(s)

[] Existing Program(s) or Service(s) [] New Program(s) or Service(s)

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

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;

2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;

3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

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

Comments:

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

Eugene Flannery (Name)

Environmental Compliance Manager (Title)

Date Reviewed: May 7, 2021

rene Flannery

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eric D. Shaw	
(Name)	
<u>Director</u>	
(Title) 5/19/2021 12:47 РМ РDT Date Reviewed:	Eric D. Shaw (Signature Required)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL	SCO ID:			
SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 20-AHSC-14683	PURCHASING AUTHOR	TY NUMBER (if applicable)	
1. This Agreement is entered into between the Contracting Agency and the	e Contractor named below:			
CONTRACTING AGENCY NAME DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPM	/IENT			
CONTRACTOR'S NAME Balboa Park Housing Partners, L.P., City and County of San Fr	ancisco, and The Related C	ompanies of California, LL	.C	
2. The term of this Agreement is:				
START DATE				
Upon HCD Approval				
THROUGH END DATE 06/30/2040				
 The maximum amount of this Agreement is: \$20,000,000.00 				
4. The parties agree to comply with the terms and conditions of the following	ng exhibits, which are by this ref	erence made a part of the Ag	reement.	
EXHIBITS TITLE			PAGES	
Exhibit A Authority, Purpose and Scope of Work Exhibit B Budget Detail and Payment Provisions Exhibit C* State of California General Terms and Conditions Exhibit D AHSC Program Terms and Conditions Exhibit E Special Conditions TOTAL NUMBER OF PAGES ATTACHED Items shown with an asterisk (*), are hereby incorporated by reference a These documents can be viewed at https://www.das.ca.gov/OLS/R		as if attached hereto.	0 0 GTC - 04/2017 0 0	
These documents can be viewed at https://www.dgs.ca.gov/OLS/Rd IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXEC		IERETO.		
CONTRACTOR NAME (if other than a findividual, station whether See Attached	corporation, partne ship,et	c.)		
CONTRACTOR BUSINESS ADDRES 18201 Von Karman Avenue, Suite		STATE SA	ZIP 92612	
PRINTED NAME OF PERSON SIGNING		TITLE		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		
	TATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Department of Housing and Community Development				
		07475		
CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833	
PRINTED NAME OF PERSON SIGNING Shaun Singh		TITLE Contracts Mana Business & Con	ger, tract Services Branch	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	DATE SIGNED	

CONTRACTING AGENCY AUTHORIZED SIGNATURE

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

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

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 1 of 8

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. <u>Authority</u>

This Standard Agreement, STD 213, (the "Agreement") is the result of the Sponsor's application (the "Application") for funding under the Affordable Housing and Sustainable Communities Program ("Program") pursuant to:

- A. Part 1 of division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Round 5 Program Guidelines dated October 31, 2019 (the "Guidelines") as may be amended from time to time; and
- C. The Program's Notice of Funding Availability (the "NOFA") issued by the Department of Housing and Community Development (hereinafter the "Department" or "HCD"), dated November 1, 2019.

This Agreement is entered under the authority of, and in furtherance of the purposes of the AHSC Program.

2. Purpose

In accordance with the authority cited above, Sponsor's Application was made to HCD for financial assistance from the Program for the purpose of assisting in the development, operation and maintenance of a residential rental Affordable Housing Development on certain real property (the "Property") as identified in the Application. The Application, including all representations made therein, and the Project Report dated 6/25/2020 (the "Project Report") are hereby incorporated in this Agreement by this reference. The financial assistance from the Program shall be in the form of a permanent loan (the "Loan") to the Sponsor, or its approved affiliate (the "Borrower'), as owner of the Development evidenced by a promissory note, secured by a deed of trust and subject to a regulatory agreement between the Sponsor and the Department. The purpose of the Loan is to ensure that the Development is constructed, owned, managed, maintained and operated in accordance with the requirements of the Program, the requirements of the Guidelines, and the representations of the Application, and to ensure that certain residential units therein shall be occupied by eligible households at affordable rents as defined in the Guidelines for the full term of the Loan,

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EXHIBIT A

regardless of sale or transfer of the Property or prepayment of the Loan. To further effect this purpose, if Borrower is an entity other than the Sponsor identified in the Application, HCD may require the Sponsor to enter into a Sponsor Operating Guaranty as a condition of closing the Loan.

By entering into this Agreement and thereby accepting the award of Program Loan funds, the Sponsor agrees to comply with applicable statutory law, the Guidelines, the NOFA, and this Agreement, and to abide by the representations contained in the Application, and in the Project Report.

3. <u>Definitions</u>

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, and in page 2 of this Exhibit A, in addition:

- A. The "Development" refers to the residential rental Affordable Housing Development described in the Application and meeting the criteria set forth in the Project Report providing the affordable housing units, as described therein, in consideration of the AHSC Loan. The Development shall meet all criteria as set forth in the Guidelines.
- B. "Agreement" refers to this Standard Agreement.
- C. "Sponsor" refers to the entity or entities that made the Application to the Department for the Development (the "Development) and identified as "Contractor" on page 1 to this Agreement (STD 213). "Sponsor" also includes any affiliate or assignee of the Sponsor approved by the Department and undertaking all the obligations of the Sponsor hereunder (e.g., the Borrower). In the case of joint applicants, "Sponsor" shall refer to each applicant or the approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Sponsor as set forth herein.
- D. TCAC" refers to the California Tax Credit Allocation Committee.
- E. Any reference to a specific "Section" or "section" of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated October 31, 2019. Notwithstanding, if and when the Strategic Growth Council ("SGC") amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 3 of 8

EXHIBIT A

Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall consist of the development and construction by or on behalf of Sponsor of the Affordable Housing Development identified in the Award Letter and described in the Application. The Affordable Housing Development is to be developed and constructed by the Sponsor, or by a developer on behalf of the Sponsor, as provided in the Application, and must meet the following criteria:

Location of Housing Development (APN, address, parcel map, specific plan or similar reference) City and County		Balboa Park Upper Yard 2340 San Jose Avenue, San Francisco, CA 94112 Insert a table for each component, and identify the component (e.g. income-restricted units, market rate units) s by bedroom size and income level.		
# of Bedrooms	# of Project Units	AHSC Assisted Units*	Income Limit (% of AMI)	TOTAL RESTRICTED UNITS**
0	1	1	30%	1
1	10	10	30%	10
2	13	13	30%	13

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 4 of 8

EXHIBIT A

3	3	3	30%	3
0	3	3	50%	3
1	22	22	50%	22
2	29	29	50%	29
3	8	8	50%	8
0	2	2	60%	2
1	11	11	60%	11
2	8	8	60%	8
3	3	3	60%	3
1	4			
2	11			
3	2			
2	1		Manager	
Total Project Units	131	113		113

*AHSC Assisted Units must equal <u>at least twenty percent</u> of the total residential units. **Total Restricted units include all units restricted by AHSC and TCAC. The AHSC loan amount was calculated based on the number of Total Restricted Units.

Additionally, upon completion, the Affordable Housing Development must meet or exceed the applicable minimum Net Density as set forth in Section 103(a)(1)(A)(iv) of the Guidelines.

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 5 of 8

EXHIBIT A

Further, the Sponsor shall take such actions, pay such expenses and do all things necessary to complete the Affordable Housing Development as identified in the Award Letter and described in the Application, and in the Project Report in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by a Division of Financial Assistance Operations Manager or higher Departmental official, as appropriate, are hereby incorporated as part of the Agreement. The Department reserves the right to review and approve all Work to be performed by the Sponsor in relation to this Agreement. Any proposed revision of the Work must be submitted in writing for review and approval shall not be presumed unless such approval is made by the State Department in writing.

5. Evidence of Point Generating Activities

Based on the points awarded to its Application, Sponsor assures the Department of the existence or planned aspects of all point generating activities as detailed in the Project Report. At the request of the Department, Sponsor shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items for which the Sponsor's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application and the reduction or cancellation of the award, require repayments of any disbursed Program funds, and result in the disencumbrance of Program funds awarded.

6. Approved Schedule of the Development

The following is the schedule of construction for the Development approved by the Department, which may be updated from time to time.

DEVELOPMENT	APPROVAL DATE
Executed binding agreement between the Sponsor and developer of the proposed Affordable Housing Development detailing the terms and conditions of the Project development.	09/15/18

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 6 of 8

EXHIBIT A

Site Control of Housing Development site(s) by proposed housing developer.	2/4/19
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	1/1/19
Obtaining all necessary and discretionary public land use approvals.	1/28/19
Obtaining all enforceable funding commitments for at least the first phase of the Housing Development supported by the Infrastructure Project.	3/15/21
Obtaining all enforceable funding commitments for all construction period financing.	3/15/21
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.	3/15/20
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	2/1/20
Occupancy by eligible households	
Program funds fully disbursed.	1/1/25

7. <u>Performance Milestones</u>

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

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 7 of 8

EXHIBIT A

AHD PERFORMANCE MILESTONES	DATE
Commencement of construction.	7/1/22
Construction of the Housing Development complete as evidenced by receipt of a Certificate of Occupancy	

8. <u>HCD Coordinator</u>

The coordinator of this Agreement for HCD is the Loan Closing AHSC Program Manager for the Affordable Housing and Sustainable Communities, Division of Financial Assistance. Any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the AHSC Program Manager at the following address:

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

9. Sponsor Contract Coordinator

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

Sponsor:	The Related Companies of California, LLC
Authorized Representative Name:	Ann Silverberg
Authorized Representative Title:	CEO
Address:	44 Montgomery Street, Suite 1300

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 8 of 8

EXHIBIT A

	San Francisco, CA 94104
Phone No.:	(415) 677-9000
Email Address:	asilverberg@related.com
Sponsor:	Mission Housing Development Corporation
Authorized Representative Name:	Sam Moss
Authorized Representative Title:	Executive Director
Address:	474 Valencia Street #28044
	San Francisco, CA 94103
Phone No.:	(415) 350-2024
Email Address:	smoss@missionhousing.org
Sponsor:	City and County of San Francisco
Authorized Representative Name:	Dan Adams
Authorized Representative Title:	Director
Address:	1 S Van Ness Avenue
	San Francisco, CA 94103
Phone No.:	(415) 701-5500
Email Address:	dan.adams@sfgov.org

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Terms of Loan

- A. <u>Principal Amount</u>: The principal amount of the Loan shall be the lesser of (i) the principal amount as stated in the Application, or (ii) the amount later approved by the Department as consistent with the requirements of the Guidelines, which incorporate section 7307 of the Multifamily Housing Program Regulations by reference.
- B. <u>Interest and Payment</u>: The Loan shall bear interest at the rate and be payable as provided in section 104 of the Guidelines, which incorporates section 7308 of the Multifamily Housing Program Regulations by reference, and under the terms of the Department's promissory note to be executed at loan closing. The Loan may not be prepaid without the prior written consent of the Department.

2. Invoicing and Payment

- A. All Loan proceeds shall be disbursed through an independent escrow/title company. The Department shall prepare and submit instructions to the escrow holder, detailing the requirements for the release of Loan proceeds to the Borrower.
- B. The Loan shall be released through escrow upon the Sponsor's, or its assignee's, submittal of the Request for Funds form and the satisfaction of the terms of the Award Letter and this Agreement. HCD reserves the right to retain 10 percent of the approved loan proceeds pending receipt and acceptance of the cost audit and any remaining loan closing checklist items.

3. <u>Payees</u>

A. The authorized Payee(s) record information is required for payment(s) to be made. Payee(s) is/are as specified below (NOTE: if more than one payee, the dollar amount to be received by payee, must be listed):

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683

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EXHIBIT B

Payee Name:

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC City and County of San Francisco <u>Activity</u> Affordable Housing Development <u>Award Amount</u>: \$15,472,599

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 1 of 24

EXHIBIT D

AHSC PROGRAM TERMS AND CONDITIONS

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD. 213 (the "Effective Date"). The Sponsor agrees that the construction of the Development has not commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Sponsor agrees that the Work shall be completed as specified in this Agreement, as set forth in the Project Report, incorporated herein by reference, and subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), and in Paragraph 3 below, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the expiration date of the Agreement. Any extension to the expiration date shall require an amendment to this Agreement executed by all parties.

2. <u>Termination</u>

The Department may terminate this Agreement at any time for cause by giving at least 14 days' notice in writing to the Sponsor. The Department shall have cause if the Sponsor violates any of the General Terms and Conditions, or Special Conditions, of this Agreement. Examples of cause for termination include but are not limited to:

- A. Failure of the Loan to close on or before the Loan closing deadline as stated under Paragraph 3, "Timing", in these General Terms and Conditions.
- B. Failure of the Sponsor to satisfy in a timely manner each of the conditions set forth in these General Terms and Conditions, Special Conditions set forth in Exhibit E of this Agreement, and the Award Letter.
- C. Determination by the Department that: (a) any material fact or representation made or furnished to the Department by the Sponsor in connection with the Application, or the Award Letter shall have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue, or (b) the Sponsor shall have concealed any material fact from the Department related to the Application or the Development.

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Filing a petition by Sponsor, or any affiliate or general partner of Sponsor, for relief under the Bankruptcy Code; the filing of any pleading or an answer by Sponsor, or any general partner of Sponsor, in any involuntary proceeding under the Bankruptcy Code; a general assignment by Sponsor, or any affiliate or general partner of Sponsor, for the benefit of creditors; or the filing of an application for the appointment of a receiver, trustee, custodian or liquidator of Sponsor or any of its property, or any affiliate or general partner of Sponsor or any of its property.

- D. Failure of Sponsor, or any general partner of Sponsor, to effect a full dismissal of any involuntary petition under the Bankruptcy Code that is filed against Sponsor, or any general partner of Sponsor, or that in any way restrains or limits Sponsor, or any general partner of Sponsor, or the Department regarding the AHSC Loan or the Development, prior to the earlier of the entry of any court order granting relief sought in such involuntary petition, or 30 days after the date of filing of such involuntary petition.
- E. Attachment, levy, execution, or other judicial seizure of any portion of the Development, or any substantial portion of the other assets of Sponsor, or any general partner of Sponsor, that is not released, expunged, bonded, discharged, or dismissed within 30 days after the attachment, levy, execution, or seizure.
- F. Pendency of any proceeding challenging the legal existence or authority of Sponsor, or any general partner of Sponsor, or any proceeding challenging the legality of the Development.
- G. Failure of Sponsor to close the Department approved construction financing on or before the date indicated under Paragraph 3, "Timing", in these General Terms and Conditions. Any reference in this Agreement to "construction" shall include rehabilitation construction, if applicable.

3. <u>Timing</u>

A. The Sponsor shall close the construction financing approved by the Department and commence construction of the Development in accordance with the development schedule set forth in the Project Report. Upon the Department's request, the Sponsor shall promptly provide evidence of recorded deeds of trust for all construction financing, payment of all construction lender fees, issuance of building permits (a grading permit does not suffice to meet this requirement) and notice to proceed delivered to the contractor. If no construction lender is

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involved, and the project is receiving low-income housing tax credits, evidence must be submitted that the equity partner has been admitted to the ownership entity, and that an initial disbursement of funds has occurred.

- B. Pursuant to section 111 of the Guidelines, construction of the Affordable Housing Development must commence within two years of the Program award and must be completed within five years of the Program award date.
- C. The Sponsor shall satisfy all conditions required to close the AHSC Loan on or before **December 31, 2025.** In order to ensure this disbursement happens, the Sponsor must provide the Department with a certificate of occupancy (or an equivalent form of occupancy certification or approval) for the Project by no later than **July 30, 2025.** If the AHSC Loan does not ultimately close by **December 31, 2025**, the AHSC funds will be disencumbered from the Project.
- D. This Agreement shall expire on **June 30, 2040**, the date specified on page 1, number 2, of this Agreement (STD 213).

4. Disputes

Applicable law, including the Department's and the AHSC Program's statutes, rules, regulations, and Guidelines shall apply and be enforced in the event of any conflict that becomes apparent to the Department at any time, notwithstanding the Department's preliminary prior review of Project documentation at the time of construction loan closing.

5. <u>Consent</u>

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

PRE-CONSTRUCTION LOAN REQUIREMENTS

Unless otherwise approved in writing by the Department, the following conditions require compliance prior to the close of the construction loan(s) for the Development (construction loan includes a rehabilitation loan):

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6. <u>Site Control</u>

The Sponsor shall have Site Control of the real property on which the Development is located, as required by the Guidelines. Such control shall not be contingent on the approval of any other party. The status and nature of the Sponsor's title and interest in the property shall be subject to the Department's approval. Site Control may be evidenced by one of the following:

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

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

If the Sponsor's interest in the property is a leasehold, the lease must provide adequate security for the Loan and comply with the requirements of the Uniform Multifamily Regulations ("UMR"), Section 8316. The Sponsor shall provide a copy of the ground lease for the Department's approval and review of its compliance with UMR Section 8316. The lessor and lessee will be required to sign the Department's standard form Lease Rider and Estoppel Agreement, unless the lessor agrees to sign the Loan documents as required by the Department and encumber all its interest in the Development. Where the lessee and the lessor are affiliated or related private parties, both the lessee and the lessor must execute the Loan documents so as to encumber both the leasehold and fee interests in the Development.

7. <u>Title Report</u>

The Sponsor shall provide a current title report for the real property on which the Development is located. If the Sponsor's interest in the property is leasehold, then the Sponsor shall provide a current title report for the leasehold interest and the fee interest.

8. <u>Site Inspection</u>

The Department reserves the right, upon reasonable notice, to inspect the Development site and any structures or other improvements thereon to determine whether the Development site meets the requirements of the Program Guidelines and the criteria set forth in the Project Report. If the Department reasonably determines that the site is not acceptable for the proposed Development in accordance with the Guidelines, the Department reserves the right to rescind the award and the Loan.

9. Adaptability and Accessibility

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

10. Physical Needs Assessment

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If the Development involves rehabilitation of existing units, the Sponsor shall provide a post-rehabilitation physical needs assessment acceptable to the Department, in accordance with instructions provided by the Department.

11. <u>Reserve Study</u>

Upon request by the Department, Sponsor shall provide an independent, third party replacement reserve study acceptable to the Department.

12. <u>Development Budget</u>

Unless otherwise approved in writing by the Department, prior to the close of any construction financing, the Sponsor shall provide to the Department for its review and approval, a copy of the construction lender(s)' approved development budget.

13. <u>Reasonable Development Costs</u>

Sponsor shall provide to the Department evidence that total development costs are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third-party verification of costs, evidence of the competitive bidding of major trades and real estate appraisals. Where the Development is a component of a larger development, the Sponsor shall submit to the Department for its approval, a development cost sharing breakdown for the entire development which covers all development costs for each of the individual components of the entire development and includes a discrete development budget for the Development consistent with the budget in the Application and Project Report. Eligible costs for Developments are limited to costs as specified in MHP Guidelines Section 7304 (a) & (b).

14. Sponsor Control of Development

Sponsor shall provide evidence satisfactory to the Department that the Sponsor identified in the Application and who demonstrated the requisite experience, pursuant to Section 106 (a)(12) of the Guidelines, in the application process, has and will retain full control over the development, construction, ownership and management of the Development through control of the Sponsor entity by the Sponsor either directly as Borrower, or as a managing general partner of Borrower, or as the member/manager of the general partner of the Borrower is a partnership.

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The same control requirement applies to any Borrower organized as a limited liability company. The failure to demonstrate the requisite control of the Sponsor entity by the Sponsor may result in significant delay in the processing, or potentially the cancellation, of the Loan. The Sponsor which demonstrated the requisite experience of owning and developing affordable rental housing, shall execute the Department's Sponsor Operating Guaranty to ensure that the Sponsor has the resources and experience to develop, own and manage the Development. The organizational structure of the Borrower, including the control and ownership by the Sponsor or Sponsors, and any changes thereto, must be reviewed and approved by the Department and must comply with all Program requirements.

15. <u>Relocation Plan</u>

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

16. Architect Contract

The Sponsor shall enter into a contract with an architect to provide professional services for the Development. The contract shall require an architect to supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 31 of these General Conditions.

17. <u>Appraisals</u>

If the property for the Development is being purchased, the Sponsor shall provide an appraisal acceptable to the Department of the as-is value of the property, prepared by a qualified, licensed appraiser.

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18. <u>Non-Department Financing</u>

The Sponsor shall qualify for and obtain the financial assistance, loans and grants described in the Application for both the construction and permanent periods. Final terms and conditions of the non-Department financing must substantially conform to the terms and conditions of the Sponsor's Loan Application. The terms and conditions of all financing shall be subject to the Department's review and approval.

19. <u>Senior Loan Terms and Disclosures</u>

The terms of loans in a lien position senior to the Loan must comply with all the underwriting standards of UMR Sections 8310 and 8315.

No subordination may limit the Department's remedies and must comply with UMR Section 8315.

Balloon payments are not allowed on senior debt, except as provided in UMR section 8310. Senior loans are prohibited from including call option language in the terms of the loan other than is reasonable in case of default, nor may Sponsor be required to remarket Bonds prior to expiration of the senior loan. Financial instruments on senior loans (including but not limited to swaps, collars, and interest rate hedges) must extend for the full term of the senior loan and cannot be required to be renewed or extended prior to the end of the full term.

Sponsors must obtain an interest rate cap on any interest rate that is not fixed for the full term of the senior loan. The interest rate at the cap must not jeopardize project feasibility. Interest rate resets, renewals, extensions of letters of credit, or other senior loan provisions, must not require the Sponsor to re-qualify.

All payments, lender fees, bond fees, issuer fees, trustee fees, letter of credit fees, swaps fees, hedge fees, enhancement fees, credit facility and liquidity fees, and other fees, charges and costs, in addition to principal and interest payments, must be fully disclosed to the Department in the loan closing transaction summary and in the operating budget.

The Department's lien shall not be subordinated to the liens of a lender affiliated with an entity that has an ownership interest in the Project unless a covenant, regulatory

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agreement, or similar instrument is recorded senior to the lender's documents that includes the provisions of UMR Section 8310(f).

20. Environmental Conditions

The Sponsor shall provide a Phase I Environmental Site Assessment ("ESA") for the Development, in conformance with ASTM Standard Practice E 1527, evaluating whether the Development is affected by any recognized environmental conditions. In the event the Phase I ESA indicates evidence of recognized environmental conditions and the Sponsor desires to proceed with the Development, the Sponsor shall provide the Department with a Phase II report and such further reports as required by the Department in form acceptable to the Department. Any remediation work to be performed shall be subject to Department approval. The Sponsor shall also provide an asbestos assessment and a lead-based paint report for the Department's approval if the Development involves rehabilitation or demolition of existing improvements.

21. Article XXXIV

All Projects shall comply with Article XXXIV, section 1 of the California Constitution ("Article XXXIV"), as clarified by the Public Housing Election Implementation Law (Health & Safety Code, §§ 37000 – 37002). Prior to construction loan closing, the Sponsor shall submit documentation which shows, to the Department's satisfaction, that the Project complies with or is exempt from Article XXXIV.

CONSTRUCTION PHASE REQUIREMENTS

22. <u>Construction Phase Information</u>

If requested by the Department, the Sponsor shall provide the Department information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Development architect and other consultants, and information relative to Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Development. Upon written notice to Sponsor, Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its

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approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Sponsor shall not authorize or approve any change orders rejected by the Department.

23. Inspection

The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Development. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner. The Department shall have no affirmative duty to inspect the Development and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Sponsor, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Development.

24. Updated Information

Sponsor shall provide the Department updated documentation for any change in the information previously provided relating to the Loan, including updated sources and uses and income information. All changes shall be subject to Department approval. However, if the Development is changed in any way as to make it ineligible under Section 103(a)(1) and 106 of the Guidelines, then the Loan commitment will be cancelled and all Loan funds awarded to the Sponsor shall be disencumbered.

25. Evidence of Existence of Application Selection Criteria

Upon request, Sponsor shall provide to the Department evidence of the existence of the amenities, services, improvements, features and characteristics of the Development which were included in the Application and as set forth in the Project Report and awarded points under Section 107 of the Guidelines in the Department's rating of the Application.

26. <u>Signage</u>

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Sponsor shall place signs on the construction site for the Work stating that the Department and SGC are providing financing through the AHSC Program in an appropriate location(s), typeface and size containing the following message:

Balboa Park Upper Yard

THIS PROJECT HAS BEEN MADE POSSIBLE BY FINANCING FROM

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

The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders, the acknowledgment and logos required by this Paragraph 26 shall also be displayed in a similar size and layout. Copies of the

Department, SGC, and California Climate Investments ("CCI") logos can be obtained by contacting the AHSC Program Manager.

Upon installation of the sign, the Sponsor shall submit a digital photograph thereof to the Department to verify compliance with these signage requirements.

27. Photographs

The Sponsor will provide the Department, upon request, with copies of any photographs that may be taken of the Development by or on behalf of the Sponsor or the Development's architect. The Sponsor will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

COMPLETION OF CONSTRUCTION

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28. <u>Relocation Plan Implementation Report</u>

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

29. Architect Certification

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

30. Cost Certification

At the request of the Department, the Sponsor shall submit a Development cost certification audited by an independent certified public accountant in accordance with the requirements of the Department and TCAC, if applicable. The Sponsor (and the developer or builder if there is an identity of interest with the Sponsor) shall keep and maintain records of all construction costs not representing work done under the construction contract and to make such records available for review by the Department.

31. Recorded Notice of Completion

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

PROGRAM LOAN CLOSING REQUIREMENTS

The Department shall not be obligated to close or fund the Loan unless the Sponsor has complied with and satisfied all the terms and conditions of the Guidelines, the NOFA, this Agreement, representations made in the Application and the criteria set forth in the Project Report, all in a manner satisfactory to the Department in its sole discretion, on or before the earlier of the Loan closing, the Loan closing deadline or such earlier time, all as indicated herein.

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32. <u>Development Construction</u>

The Development shall be constructed in compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

33. <u>Title Insurance</u>

The Sponsor shall provide an updated title report and an ALTA As-Built Survey acceptable to the Department. The Sponsor shall provide a pro forma ALTA lender's policy of title insurance if requested by Department. The Sponsor shall ensure the issuance to the Department of an ALTA lender's policy of title insurance. The condition of title, insurer, liability amount, form of policy and endorsements shall be subject to the approval of the Department. Such endorsements shall include, but not be limited to a CLTA endorsement 100, and may include, but shall not be limited to, CLTA endorsements 105, 110.9 and 116 (modified for apartments). The policy shall insure that the Sponsor holds good and marketable fee simple title (or leasehold, if approved by Department) and that the Department holds a fee mortgage (or leasehold) lien on the Development, free and clear of all encumbrances, encroachments, other interests and exceptions to title other than as shall have been previously approved in writing by the Department. The Department's Deed of Trust and Regulatory Agreement and the other loans indicated under "Permanent Funding" in the Application shall have the lien priority as indicated in the Application.

34. <u>Sponsor's Status</u>

The Sponsor shall provide the Department with copies of all organizational documents, including but not limited to, partnership agreements, operating agreements, corporate documents, and related documents and agreements, as required by the Department. As of the date of the Loan closing, the Sponsor and Borrower shall be a duly organized and validly existing limited or general partnership, corporation, limited liability company, nonprofit public benefit corporation, or other valid legal entity under California law. The Sponsor or Sponsor-controlled Borrower has and shall have the authority to enter into the Loan and related loan documents.

35. <u>Prevailing Wage Compliance</u>

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Where applicable, prevailing wage rates shall be paid with respect to the construction work, as the term is defined in the Standard Agreement, performed in connection with the Development. Prior to closing the Loan, a certificate signed by the general contractor(s) and the Sponsor is required, certifying that prevailing wages have been, or will be, paid in conformance with Labor Code Section 1720 et seq., and that labor records shall be maintained and made available to any enforcement agency upon request.

36. Insurance

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

37. Program Loan Documents

The Sponsor shall enter into this Standard Agreement with the Department, which shall govern the encumbrance by the Department of the funds to be used to fund the Loan. In addition, the Sponsor shall enter into a Regulatory Agreement with the Department, governing certain matters related to the use, operation and occupancy of the Development, including, but not limited to, the imposition of certain low income occupancy requirements, regulation of rents on the low income units, audits and other financial controls and reserve requirements, management oversight by the Department, compliance with federal and state laws, and other Department requirements. In addition to the Regulatory Agreement, the Loan shall be evidenced by a Promissory Note and secured by a Deed of Trust. The Regulatory Agreement shall be recorded prior to the Department's Deed of Trust. The Sponsor shall execute and enter into additional agreements and documents, as the Department may deem reasonable and necessary to meet the AHSC requirements and the terms and conditions of this Agreement. The Sponsor and any affiliate of the Sponsor which demonstrated the requisite experience of owning and developing affordable rental housing, must execute the Department's Sponsor Operating Guaranty to ensure that the Sponsor has the resources and experience to develop, own and manage the Development.

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38. <u>Restrictions on Transfer and Change of Ownership</u>

The Sponsor shall not, without the prior written approval of the Department: a) sell, transfer, convey, encumber, hypothecate or pledge any of the Development or the Development property, or any portion or interest in either of them; b) discharge or replace any general or managing partner if Sponsor is a partnership, or amend, modify or add to its partnership agreement except that the Sponsor may sell or transfer limited partnership interests without the Department's approval; c) if Sponsor is a limited liability company: change the manager(s), amend, modify or add to its operating agreement structure; d) wind up, liquidate or dissolve its affairs or enter into any transaction of merger or consolidation; or e) change the organizational structure of the Sponsor.

39. Rental Subsidy Contract

The Sponsor shall provide the Department with complete copies of all contracts and amendments thereto, regarding rental subsidies to be provided to tenants residing in the Development.

40. <u>Substitution of Rent or Social Service Subsidy</u>

Sponsor may substitute a source of funding equivalent to the original rent or social service subsidy. The amount, terms and conditions of the new source of funding must provide an equivalent or greater level of subsidy to the project, acceptable to the Department.

41. Final Certificate of Occupancy

The Sponsor shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

42. Environmental Conditions Remedial Work

All remedial work on recognized environmental conditions shall be completed prior to Loan closing. The Sponsor shall provide the Department with an environmental update/operations and maintenance plan if remedial work was required with evidence of lead-based paint and/or asbestos-containing materials remediation if applicable.

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43. <u>Reserve Accounts</u>

The Sponsor shall establish and maintain reserve accounts as required by the Department and as further described in the Regulatory Agreement. All withdrawals shall require prior written approval from the Department, as provided in the Regulatory Agreement.

44. Operating Reserve Account

The Sponsor shall fund an operating reserve account in accordance with Section 8308 of the UMRs and subject to the requirements thereof. The specific amount of the Operating Reserve Account shall be set forth in the Regulatory Agreement.

45. <u>Replacement Reserve Account</u>

The Sponsor shall establish a replacement reserve account in accordance with Section 8309 of the UMRs. The replacement reserve account shall be funded by monthly deposits from operating income or a combination of operating income and development sources as indicated in the Regulatory Agreement. The amount of the monthly deposits may be adjusted, as determined by the Department, in its sole discretion, based on reserve studies performed by an independent third party at the Sponsor's expense as requested by the Department or as based on other reliable indicators of future reserve needs.

46. Capitalized Reserve Accounts

If Program funds are used to fund a reserve account, the Department shall disburse such funds in a manner to ensure the proper funding of the reserve. The proceeds of the Loan may be used to capitalize only operating and replacement reserve accounts and amounts required by UMRs Sections 8308 and 8309. Proceeds of the Loan may not be used to capitalize rental subsidy reserves, except as authorized in accordance with Section 104(b)(4) of the Guidelines, or any reserves established to pay recurring operating costs, including, but not limited, to the required 0.42 percent annual payment on the Loan.

47. CalHFA and HUD Funded Projects

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Projects subject to the HUD Section 811 and 202 programs or receiving a permanent loan from CalHFA shall not be subject to Program reserve requirements during the time such projects are regulated by HUD or CalHFA and the Sponsor complies with the applicable CalHFA or HUD reserve requirements.

48. Asset Management and Compliance Requirements

The Sponsor shall obtain the Loan Closing Checklist in the course of closing the AHSC Loan, and must submit all documents required, for the Department's approval, including, but not limited to, the following (in a format provided or approved by the Department):

- A. a proposal for management agent with management agent's qualifications attached;
- B. a management contract, execution of which is subject to the Department's written approval;
- C. a management plan;
- D. a template residential tenant lease and required addendums;
- E. an initial-year operating budget and Schedule of Rental Income (SRI); and
- F. property hazard and liability insurance in accordance with the Program Requirements.

Prior to close of the Program Loan, the Sponsor shall obtain the Department's review and approval of the above-mentioned items A. through F. and any additional documents required by the Department. Furthermore, the Sponsor shall be provided links to HCD's Asset Management and Compliance Web page, which, in conjunction with the regulatory agreement, sets forth the obligations and requirements for the use, operation and occupancy of the Development. The Department may amend such requirements from time to time and will note such amendments on the Web page or inclusion on the Loan Closing Checklist.

49. Affirmative Fair Housing Marketing Plan and Fair Housing Compliance

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Sponsor shall develop and implement an affirmative fair housing marketing plan satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for assisted units in the Development. Sponsor is encouraged to refer to HUD's guidelines for Affirmative Fair Housing Marketing Plans. Sponsor shall comply with all state and federal fair housing laws. At the request of the Department, Sponsor will submit documentation acceptable to the Department demonstrating that the proposed tenant selection criteria in the tenant selection plan do not violate any applicable state or federal fair housing laws.

50. Identification of Elderly and Veteran Units

If applicable, Sponsor must submit a report that specifically identifies the number of units rented to the elderly. The report must also specifically identify the number of units rented to military veterans.

51. TCAC and Other Regulatory Agreements

The Sponsor shall provide the Department with a copy of the TCAC Regulatory Agreement if the Development budget includes tax credits and any other regulatory agreements pertaining to the Development.

52. Property Tax Exemption

Unless expressly waived in writing by the Department, Sponsor shall provide evidence of eligibility for property tax exemption for the Development and a copy of the tax exemption application to the local tax assessor(s).

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

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

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EXHIBIT D

54. Change of Conditions

The Department reserves the right to re-underwrite the Development based on new information or funding sources. Particular attention will be paid to the continued feasibility of the Development and the maintenance of the security position of the Loan. If the new information demonstrates a reduction or elimination of financing gap being addressed by the Loan, the Department will reduce the amount of the Loan Request stated in the Application and the amount of the award accordingly. If the Department has underwritten the Loan using CalHFA or HUD requirements and the Development subsequently does not utilize the CalHFA or HUD financing, the Loan will be re-underwritten by the Department using Program requirements. In the event the Department determines the Development is no longer financially feasible, the award and any Loan commitment issued by the Department may be revoked.

55. Investor Commitments

If the Development will be receiving an allocation of tax credits from TCAC, the Sponsor shall provide the Department with a copy of all tax credit investor commitments, including referenced financial projections and any amendments.

56. <u>Restricted Units</u>

All units designated in the Application approved by the Department as restricted units that are not also assisted units, shall be restricted on a long-term basis by a public agency at the income and rent levels shown in the Application. Similarly, all units designated in the Application as restricted units and that are not also assisted units, shall be restricted on a long-term basis by a public agency to the designated target population.

57. Asset Management Fees

Asset management, partnership management, and similar fees shall be in compliance with UMR Section 8314(a)(1)(B).

58. <u>Reduction of AHSC Loan Amount</u>

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 20 of 24

EXHIBIT D

Notwithstanding any development agreement, in the event that development costs are less than predicted in the development budget, the Department shall reduce its Loan for the amount of the cost savings prorated with other residual receipt lenders.

59. <u>Sponsor Representations</u>

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

60. Survival of Obligations

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

61. Litigation

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

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 21 of 24

EXHIBIT D

action as is consistent with the terms of this Agreement and the interests of the Department.

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

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

63. <u>Waivers</u>

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

64. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Sponsor shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Sponsor further agrees to maintain such records for a minimum period of four years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Development. At the Department's request, the Sponsor shall provide, at its own expense, a financial audit prepared by a certified public accountant.

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 22 of 24

EXHIBIT D

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

65. <u>Reporting Requirements</u>

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

66. AHSC Cross-Default Provision

- A. This award was based on the total points awarded Sponsor's Application during a highly competitive process. That application proposed an integrated combination of some or all of the following Project components: Affordable Housing Development (AHD); Housing-Related Infrastructure (HRI); Sustainable Transportation Infrastructure (STI); Transportation-Related Amenities (TRA); and Programs (PGM). The Application's point score was based, in part, on the
- B. Project's total projected reduction of greenhouse gas (GHG) emissions. The Project components (AHD, HRI, STI, TRA, and PGM) that were proposed in the Application and approved by the Department must be completed in order to achieve this projected reduction of GHG emissions.

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 23 of 24

EXHIBIT D

- C. By executing this Agreement, Sponsor acknowledges and agrees that if the HRI, STI, TRA, or PGM component, as applicable, is not timely completed pursuant to Program requirements, then Sponsor will no longer qualify for the Loan award. In the event the Loan has not yet been disbursed, the Loan award will be disencumbered. In the event the Loan has been disbursed, the Department will avail itself of any and all remedies available to it as set forth in the Loan documents in order to recapture the amount of the Loan disbursement, subject to the limitations set forth in subparagraph C. below.
- D. The Department and Sponsor further acknowledge that the Loan funds provided pursuant to this Agreement constitute a non-recourse loan (NR-Loan) secured against the AHD real property as required by the Program (and as may be required in order to comply with tax credit requirements). Any proceeds from the foreclosure of the NR-Loan may only be used to satisfy financial obligations owed under the NR-Loan's promissory note; additionally, a foreclosure may also be appropriate and necessary to remedy a substantial breach under the associated regulatory agreement. The Department hereby represents and warrants that, in the absence of the foregoing, the Department shall not foreclose upon the NR-Loan to obtain proceeds to satisfy any liability related to or arising out of the failure of the timely completion of the HRI, STI, TRA, or PGM components, as applicable.
- E. The Department recognizes that the Sponsor may enter into a separate side agreement to address each individual Sponsor entity's responsibilities with respect to each other and with regard to the Loan and Program Grant funds; provided, however, in no event shall any such agreement alter or amend the respective obligations of the Sponsors to the Department under the applicable Loan Documents or Program Grant Documents. (Section 105(a)(3)(A) of the Guidelines).

67. Departmental Cross-Default Provision

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

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 24 of 24

EXHIBIT D

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

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

Balboa Park Housing Partners, L.P. The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14683 Page 1 of 1

EXHIBIT E

SPECIAL CONDITIONS

AHSC Special Conditions for New Disbursement Deadline for Rd5

Rd5 Guidelines amended by MLK March 17, 2021

AHSC LOAN:

EXHIBIT D:

1. <u>Exhibit D, Paragraphs 3(B)-(C) – Timing.</u>

Paragraphs 3(B) through 3(C) of <u>Exhibit D</u> are hereby deleted in their entirety and the following are substituted in their place:

- B. Pursuant to section 111 of the Guidelines, construction of the Affordable Housing Development must commence within three (3) years of the Program award and must be completed within six (6) years of the Program award date.
- C. The Sponsor shall satisfy all conditions required to close the AHSC Loan on or before December 31, 2026. In order to ensure this disbursement happens, the Sponsor must provide the Department with a certificate of occupancy (or an equivalent form of occupancy certification or approval) for the Project by no later than July 30, 2026. If the AHSC Loan does not ultimately close by December 31, 2026, the AHSC funds will be disencumbered from the Project.
- D. This Agreement shall expire on June 30, 2041, the date specified on page 1, number 2, of this Agreement (STD 213).

* Remainder of Page Left Intentionally Blank *

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL	SCO ID:		
SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 20-AHSC-14684	PURCHASING AUTHOR	RITY NUMBER (if applicable)
1. This Agreement is entered into between the Contracting Agency and the	e Contractor named below:		
CONTRACTING AGENCY NAME DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPM	/ENT		
CONTRACTOR'S NAME City and County of San Francisco, Balboa Park Housing Partne	ers, L.P., and The Related C	ompanies of California, L	LC
2. The term of this Agreement is:			
START DATE			
Upon HCD Approval			
THROUGH END DATE			
06/30/2040			
3. The maximum amount of this Agreement is: \$9,952,200.00			
4. The parties agree to comply with the terms and conditions of the following	ng exhibits, which are by this ref	erence made a part of the A	greement.
EXHIBITS TITLE			PAGES
Exhibit AAuthority, Purpose and Scope of WorkExhibit BBudget Detail and Payment ProvisionsExhibit C*State of California General Terms and ConditionsExhibit DAHSC Program Terms and ConditionsExhibit ESpecial Conditions			0 0 GTC - 04/2017 0 0
TOTAL NUMBER OF PAGES ATTACHED			0
Items shown with an asterisk (*), are hereby incorporated by reference a These documents can be viewed at https://www.dgs.ca.gov/OLS/Rd IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXEC	esources CUTED BY THE PARTIES H		
CONTRACTOR NAME (if other than individual, station whether	CONTRACTOR corporation, partnership,eto		
See Attached	corporation, partitionship,ett	5. <i>)</i>	
CONTRACTOR BUSINESS ADDRES 1 South Van Ness Avenue, 5th Float		STATE co A	ZIP 94103
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED)
S	TATE OF CALIFORNIA		
CONTRACTING AGENCY NAME			
Department of Housing and Community Development			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING Shaun Singh		TITLE Contracts Man Business & Co	ager, ntract Services Branch

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

CONTRACTING AGENCY AUTHORIZED SIGNATURE

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

DATE SIGNED

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14684 Page 1 of 1

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. <u>Authority & Purpose</u>

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

- A. Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Program Guidelines dated October 31, 2019 ("Guidelines"), issued by the State of California, Strategic Growth Council ("SGC") and as may be amended from time to time; and
- C. The Program's Notice of Funding Availability ("NOFA") issued by the Department Housing and Community Development ("Department" or "HCD"), is dated November 1, 2019.

The Application, and the Project Report dated 6/25/2020 (the "Project Report") including all representations made therein, are hereby incorporated in this Agreement by this reference.

The Guidelines and the NOFA are available on the Program Web site at:

http://sgc.ca.gov/programs/ahsc/docs/20191209-FINAL_AHSC_Round_5_FY18-19_Guidelines_Amended_12.9.19.pdf

By entering into this Agreement and thereby accepting the award of Program grant funds ("Grant"), the Recipient agrees to comply with applicable statutory law, Guidelines, the NOFA, and this Agreement, to abide by the representations made in the Application, and the terms and conditions of the Disbursement Agreement, which is more particularly described in Exhibit B, attached hereto.

2. <u>Definitions</u>

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

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14684 Page 2 of 2

EXHIBIT A

"Affordable Housing Development" refers to the residential rental Affordable Housing Development described in the Application providing the affordable housing units, as described therein, in consideration of that portion of the Grant. The Affordable Housing Development shall meet all the criteria for an eligible project as set forth Section 103(a)(1) of the Guidelines.

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

Any reference to a specific "Section" or "section" of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated October 29, 2019. Notwithstanding, if and when the Department amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

3. Scope of Work

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

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

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EXHIBIT A

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

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

Location of Housing Development (APN, address, parcel map, specific plan or similar reference) City and County Enter the number		San Francisco, San Francisco (APN: 6973039		
# of Bedrooms	# of Project Units	AHSC Assisted Units* (Affordable Housing Development)	Income Limit (% of AMI)	TOTAL RESTRICTED UNITS**
0	1	1	30%	1
1	10	10	30%	10
2	13	13	30%	13
3	3	3	30%	3
0	3	3	50%	3
1	22	22	50%	22
2	29	29	50%	29
3	8	8	50%	8

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EXHIBIT A

0	2	2	60%	2
1	11	11	60%	11
2	8	8	60%	8
3	3	3	60%	3
1	4			
2	11			
3	2			
2	1		MANAGER	
Total Project Units	131	113		113

A. HRI

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

N/A

B. Program Costs

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

Recipient will provide bicycle short-term loan and bicycle safety and education workshops and monthly MUNI transit passes will be provided to each unit.

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

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EXHIBIT A

C. Sustainable Transportation Infrastructure

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

Recipient is responsible for the purchase of 3 BART rail cars, the reconfiguration of the Balboa Park BART pedestrian pathway and passenger drop off. Mission Street improvements include new traffic signals, sidewalk widening, day lighting, bus stop relocation, bus bulbs, crosswalk, median island, bikeway gap closure, bike boulevard. Pedestrian safety improvements along 19th Avenue, increasing bus stop spacing and adding pedestrian and transit bulbs.

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

D. Transportation-Related Amenities

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

Recipient will provide amenities at transit passenger waiting area, lighting, seating and urban greening.

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

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14684 Page 6 of 6

EXHIBIT A

4. <u>Criteria Applicability</u>

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

_							
	Guideline Reference		Affordable Developments <u>and</u> Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation- Related Amenities	Program Creation	Program Expansion
	Guid		Capit	al Projects		Prog Co	
	а	Estimated GHG Reductions based on GHG Quantification Methodology		х			
	b	Extent to which Project incorporates Active Transportation Improvements			х		
	С	Extent to which the Project incorporates Green Buildings and Renewable Energy		х	x		
	d	Extent to which Project incorporates Housing and Transportation Collaboration					
	е	Extent to which Project incorporates Location Efficiency and Access to Destinations		х	x		
	f	Extent to which Project Leverages non-AHSC Funds					
	g	Anti-Displacement					
	h	Extent to which Project incorporates Prohousing Local Policies					
	i	Local Workforce Development & Hiring Practices.					

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14684 Page 7 of 7

EXHIBIT A

Guideline Reference		Affordable Developments <u>and</u> Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation- Related Amenities	A Program Creation	Bana Brogram Expansion
Ō		Capit	al Projects	6	Co	
j	Housing Affordability					
k	Programs				х	x
Ι	Urban Greening			х		

A. <u>GHG Emissions Reductions Estimate</u>

Based on the inputs in the Application, the estimated total MTCO2e over the life of the project is 19387.93. This information can be found on the Strategic Growth Council's website in a document called AHSC Round 4 Data for Public Release.

5. <u>Performance Milestones</u>

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

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EXHIBIT A

PGM PERFORMANCE MILESTONES	DATE
Identification and commitment of program operator and partners.	2/1/2022
Completion of a business or a work plan.	6/1/2022
Program funds fully disbursed.	2/1/2025

STI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	4/1/2021
Site Control of STI site(s) by proposed developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	6/30/2021
Obtaining all necessary and discretionary public land use approvals.	12/30/2021
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	12/30/2021
Commencement of construction of STI.	7/1/2022
Construction completion of STI and closeout.	9/30/2025
Program funds fully disbursed.	9/30/2025

TRA PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	12/31/19
Site Control of TRA site(s) by proposed developer.	N/A

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EXHIBIT A

Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	6/30/2021
Obtaining all necessary and discretionary public land use approvals.	12/30/2021
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	12/30/2021
Commencement of construction of TRA.	7/1/2022
Construction completion of TRA and closeout.	9/30/2024
Program funds fully disbursed.	9/30/2025

6. HCD Contract Coordinator

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

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

7. Recipient Contact Coordinator

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

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14684 Page 10 of 10

EXHIBIT A

Recipient:	The Related Companies of California
Authorized Representative Name:	CEO
Authorized Representative Title:	Ann Silverberg
Address:	44 Montgomery Street, Suite 1300 San Francisco, CA 94104
Phone No.:	(415) 677-9000
Email:	asilverberg@related.com

Recipient:	Mission Housing Development Corporation
Authorized Representative Name:	Sam Moss
Authorized Representative Title:	Executive Director
Address:	474 Valencia Street #280
	San Francisco, CA 94103
Phone No.:	(415) 350-2024
Email:	smoss@missionhousing.org
Recipient:	City and County of San Francisco
Authorized Representative Name:	Director

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EXHIBIT A

Authorized Representative Title:	Dan Adams
Address:	44 Montgomery Street, Suite 1300 San Francisco, CA 94104
Phone No.:	(415) 701-5500
Email:	dan.adams@sfgov.org

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. <u>Project Sources and Uses</u>

The preliminary projected sources and uses ("Sources and Uses") set forth in this Exhibit B contains the cost items for the design, development and construction of the approved HRI, STI, TRA Project(s) (collectively, "Infrastructure Project"), and for PGM, as applicable. Recipient agrees that any cost overruns or increases resulting in a total cost for Infrastructure Project exceeding that set forth therein shall be the responsibility of Recipient.

2. <u>Contract Amount</u>

- A. For the purposes of performing the Work, the Department agrees to provide the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant ("Grant") for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.
 - For the purposes of performing the Work related to the HRI, as set forth in Exhibit A, the Department agrees to provide \$N/A in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
 - 2) For the purposes of performing the Work related to the PGM, as set forth in Exhibit A, the Department agrees to provide \$452,200.00 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
 - 3) For the purposes of performing the Work related to the STI, as set forth in Exhibit A, the Department agrees to provide 8,000,000.00 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

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EXHIBIT B

- 4) For the purposes of performing the Work related to the TRA, as set forth in Exhibit A, the Department agrees to provide \$1,500,000.00 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the budget for the designated grant Work, except where Scoring Criteria, total point scores, or overall ranking of the Project is impacted. Reallocation of funds between authorized activities that impact any of these areas will not be allowed. Changes in aggregate of ten percent or less, of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

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

4. <u>Completion Dates</u>

- A. Program funds must be disbursed no later than December 31, 2025.
- B. All un-disbursed funds remaining as of December 31, 2025, shall be disencumbered.

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EXHIBIT B

- C. All invoices for payment must be submitted to the Department no later than July 30, 2025.
- D. This Agreement shall expire on June 30, 2040.

5. <u>Method of Payment</u>

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

6. Disbursement Agreement

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

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EXHIBIT B

- 3) Performance of, and compliance with, all the obligations, terms and conditions of this Agreement have occurred, and,
- 4) Compliance with all applicable statutes, laws, guidelines, and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient of such information, records, documents, certificates and other material, as it deems necessary to make this determination.
- C. Payee record information is required for payment(s) to be made. All payee(s) receiving grant funds shall be listed below:

<u>Payee Name</u> : The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco	<u>Activity</u> : PGM	<u>Award Amount</u> : \$ 452,200
The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco	STI	\$8,000,000
The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco	TRA	\$1,500,000

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EXHIBIT B

SOURCES AND USES – PROGRAM COSTS PROJECT BUDGET

BUDGET AND SOURCES				
Balboa Park Upper Yard		The Related Companies of California, Mission Housing Development Corporation, and City and County of San Francisco		
ESTIMATED PROGRAM COSTS		DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT	COSTS			
COST CATEGORY	TOTAL AMOUNT	AHSC Grant Program		
SOFT COST AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs	\$452,200	\$452,200	\$	\$
TOTAL PROGRAM COSTS	\$452,200	\$452,200	\$	\$

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EXHIBIT B

SOURCES AND USES - STI PROJECT BUDGET

INFRASTRU	CTURE DEVELOP	MENT BUDGE	ET AND SOURC	ES
Balboa Park Upper Yard		The Related Companies of California, Mission Housing Development Corporation, and City and County of San Francisco		
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS		DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT	COSTS			
COST CATEGORY	TOTAL AMOUNT	AHSC Grant Program	Other Sources	
PROJECT ACTIVITY (Hard Costs)				
Total Project Activity Costs	\$39,633,036	\$7,610,736	\$32,022,300	
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs	\$14,682,741	\$389,264	\$14,293,477	\$
TOTAL PROJECT COSTS	\$54,315,777	\$8,000,00	\$46,315,777	\$

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EXHIBIT B

SOURCES AND USES – TRA PROJECT BUDGET

INFRASTRU	CTURE DEVELOP	MENT BUDGE	ET AND SOUF	RCES
Balboa Park Upper Yard		The Related Companies of California, Mission Housing Development Corporation, and City and County of San Francisco		
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS		DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT	COSTS			
COST CATEGORY	TOTAL AMOUNT	AHSC Grant Program	Other Sources	
PROJECT ACTIVITY (Hard Costs)				
Total Project Activity Costs	\$2,136,050	\$1,497,763	\$638,287	\$
SOFT COST S AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs	\$363,950	\$2,237	\$361,713	\$
TOTAL PROJECT COSTS	\$2,500,000	\$1,500,000	\$1,000,000	\$

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco Page 1 of 17

EXHIBIT D

AHSC PROGRAM TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date"). The Recipient agrees that neither the construction of the Affordable Housing Development nor the Work has commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, and as set forth in the Project Report , hereby incorporated in this Agreement by this reference subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), and in Exhibit B, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the expiration date of the Agreement. Any extension to the expiration date shall require an amendment to this Agreement.
- B. Pursuant to §111(a) and (b) of the Guidelines, construction of the Affordable Housing Development and the housing designated in the Application, must commence within two years of the Program award date and be completed (including completion of all phases identified in the Application and accounting for the total number of units on which the Grant award is based) within five years of the Program award date.

2. Termination

Notwithstanding any other provision of this Agreement, the Department may terminate this Agreement at any time for cause by giving at least 14 days notice in writing to the Recipient. Cause shall consist of violations by Recipient of any General of Special Terms and Conditions of this Agreement, to include but not limited to Paragraph 43 of this Exhibit. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Recipient shall be returned to the Department within 14 days of the Notice of Termination. In the event of withdrawal of the Department's expenditure authority, all obligations of the Department to continue funding any amounts, whether for the benefit of Recipient or any other persons, shall fully and immediately cease and terminate, and the Department shall thereafter have no duty or obligation to undertake or perform any act that it is not legally

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco Page 2 of 17

EXHIBIT D

or practically able to. Department makes no representation or warranty, express or implied, to Recipient or any other persons that all or any portion of the Program Grant Documents will be enforceable after the withdrawal of the Department's funding authority.

3. Affordable Housing and Sustainable Communities Grant Documents

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

4. <u>Covenant Regarding the Affordable Housing Development</u>

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

- A. For rental affordable housing developments, the Covenant shall require the continuation of the affordability of the Affordable Housing Development for a period of not less than 55 years from the date of the filing of a Notice of Completion for Affordable Housing Development.
- B. For homeownership affordable housing developments, the Covenant shall require the continuation of the affordability for a period of not less than 30 years from the date of a filing of a Notice of Completion for the Affordable Housing

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EXHIBIT D

Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.

- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Affordable Housing Development in accordance with this Agreement.
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised if the Work is not timely completed, or in the event of an uncured breach of this Agreement.

5. <u>Site Control</u>

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

- A. Fee title;
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements;
- C. An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;
- D. An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency;
- E. An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;

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EXHIBIT D

- F. An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties;
- G. A land sales contract or enforceable agreement for acquisition of the property; or
- H. Other forms of site control that give the Department equivalent assurance (equivalent to A-G above) that the applicant or developer will be able to complete the Work and all housing designated in the Application in a timely manner and in accordance with all the requirements of the Program.

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

6. <u>Appraisals</u>

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

7. <u>Relocation Plan</u>

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

8. Article XXXIV

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

9. Environmental Conditions

The Recipient shall provide to the Department the following:

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EXHIBIT D

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

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

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

11. Litigation

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

12. <u>Milestones</u>

Recipient shall ensure the completion of the Performance Milestones set forth in the Project Report and Exhibit A of this Agreement, and as further set forth in the Disbursement Agreement by the designated dates. Recipient shall timely inform the

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EXHIBIT D

Department when a milestone is missed or at risk of being missed, provide an update of these timelines and provide assurances from the Recipient for timely completion of the remaining Milestones. Failure to timely notify the Department shall be considered a default under this Agreement.

13. Insurance

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

14. <u>Change of Conditions</u>

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

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

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

16. <u>Waivers</u>

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

EXHIBIT D

17. Identity of Interests

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

DESIGN REQUIREMENTS

18. Architect

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

19. Plans and Specifications and Project Cost Estimates

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

20. <u>Reasonable Development Costs</u>

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Work are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require

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qualified third-party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

21. Adaptability and Accessibility

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

22. <u>Acoustics Report</u>

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

23. Approval by Public Works Department

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

CONSTRUCTION REQUIREMENTS

24. <u>Construction Contract</u>

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

25. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Work by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer which is acceptable to the Department. The

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

26. <u>Prevailing Wages</u>

Pursuant to Section 113 of the Guidelines, for the purposes of the State Prevailing Wage Law (Labor Code Sections 1720-1781), a grant under the Program shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Work subject to the provisions of the State Prevailing Wage Law. Program

funding of the Work shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to

the State Prevailing Wage Law by reason of Program funding of the Work in those circumstances where such public funding would not otherwise make the Housing Developments subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

27. Construction Phase Information

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

A. Information during the construction period, including but not limited to all change orders and modifications to the construction documents, and all inspection reports of the Work. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the

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prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

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

28. <u>Signage</u>

A. Recipient shall place signs on the construction site for the Work stating that the Department is providing financing through the Program in an appropriate location(s), typeface and size containing the following message:

Balboa Park Upper Yard

THIS PROJECT HAS BEEN MADE POSSIBLE BY FINANCING FROM

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

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

INSPECTION OF GRANT ACTIVITIES

29. Site Inspection

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

30. Work Inspection

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

B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to

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withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.

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

31. Audit/Retention and Inspection

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

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

COMPLETION OF CONSTRUCTION

32. Relocation Plan Implementation Report

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

33. Architect Certification

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

34. Cost Certification

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

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is an identity of interest with the Recipient) shall keep and maintain records of all construction costs not representing work done under the construction contract and to make such records available for review by the Department.

35. <u>Recorded Notice of Completion</u>

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

36. <u>"As-Built" Plans and Specifications</u>

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

AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS

37. Confirmation of Permitted Housing Units

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

REPORTING REQUIREMENTS

38. <u>Reports on California Climate Investments</u>

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

39. Reports on Work

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

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco Page 15 of 17

EXHIBIT D

40. <u>Reports on Affordable Housing Development</u>

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

41. Updated Information

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

42. Monitoring Requirements

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

REPAYMENT OF GRANT FUNDS

43. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, including without limitation, the times for commencement and completion of the construction of the Affordable Housing Development and the housing designated in the Application as set forth in Paragraph 1.B. of this Exhibit D, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than 30 days. If the breach or violation is

not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco Page 16 of 17

EXHIBIT D

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

44. AHSC Cross-Default Provision

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

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

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco Page 17 of 17

EXHIBIT D

The Application's point score was based, in part, on the Project's total projected reduction of greenhouse gas (GHG) emissions. The Project components (AHD, HRI, STI, TRA, and PGM) that were proposed in the Application and approved by the Department must be completed in order to achieve this projected reduction of GHG emissions. By executing this Standard Agreement, the Recipient acknowledges and agrees, that in the event the AHD component is not timely completed pursuant to Program requirements, that the Recipient will no longer qualify for the Grant award. In that event, all disbursements of Grant funds would cease and the Recipients would be responsible for repayment of all disbursed Grant funds.

45. Departmental Cross-Default Provision

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

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

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

The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco 20-AHSC-14684 Page 1 of 1

EXHIBIT E

SPECIAL CONDITIONS

The following Special Conditions are applicable to this Standard Agreement:

AHSC Special Conditions for New Disbursement Deadline for Rd5

Rd5 Guidelines amended by MLK March 17, 2021

<u>AHSC GRANT:</u>

EXHIBIT B:

1. <u>Exhibit B, Paragraphs 4(A)-(C) – Completion Dates.</u>

Paragraphs 4(A) through 4(C) of <u>Exhibit B</u> are hereby deleted in their entirety and the following are substituted in their place:

- A. Program funds must be disbursed no later than December 31, 2026.
- B. All undisbursed funds remaining as of December 31, 2026, shall be disencumbered.
- C. All invoices for payment must be submitted to the Department no later than July 30, 2026.
- D. This Agreement shall expire on June 30, 2041.

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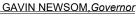
HCD AHSC 2340 San Jose Expenditure Schedule

Proposed expenditures for the HCD AHSC 2340 San Jose Grant.

Agency Name	Project Description	HCD Funding Amount
Balboa Park Housing Partners L.P.	BART Plaza	\$5,000,000
BART	BART cars	\$3,334,193.55
City and County of San Francisco	SFMTA-Transportation, bicycle, and pedestrian improvements and other transit oriented programming and improvement	\$1,665,806.45

TOTAL HCD: \$10,000,000

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF FINANCIAL ASSISTANCE 2020 W. El Camino Avenue, Suite 670, 95833 P. O. Box 952054 Sacramento, CA 94252-2054 (916) 263-2771 / FAX (916) 263-2763 www.hcd.ca.gov





July 20, 2020

Ann Silverberg, CEO The Related Companies of California, LLC 44 Montgomery Street, Suite 1300 San Francisco, CA 94104

Sam Moss, Executive Director Mission Housing Development Corporation 474 Valencia Street #280 San Francisco, CA 94103

Dan Adams, Director City and County of San Francisco 1 S Van Ness Avenue San Francisco, CA 94103

RE: Award Announcement - AHSC Program Round 5 FY 2018-19 PIN 45572 – Balboa Park Upper Yard

Dear Ann Silverberg, Sam Moss, and Dan Adams:

The California Department of Housing and Community Development (Department) and the Strategic Growth Council are pleased to announce that Balboa Park Upper Yard has been awarded an Affordable Housing and Sustainable Communities (AHSC) Program award in the amount of \$29,952,200. This letter constitutes notice of the award as approved by the Strategic Growth Council on 06/25/2020 of the following AHSC Program funds:

AHSC Program <i>Loan</i> Funds			
Amount Awarded	\$20,000,000		
Contract Number	20-AHSC-14683		

AHSC Program Grant Funds			
Amount Awarded	\$ 9,952,200		
Contract Number	20-AHSC-14684		

Balboa Park Upper Yard July 20, 2020 Page 2

Congratulations on a successful application. For further information, please contact Craig Shields, Branch Chief, Program Design and Implementation – Climate Change, at (916) 263-7495 or <u>Craig.Shields@hcd.ca.gov</u>.

Sincerely,

ger enni

Jennifer P. Seeger Acting Deputy Director



SAN FRANCISCO PLANNING DEPARTMENT

Notice of Final Approval of an SB 35 Project

Date:	October 11, 2018
BPA No.:	2018.0703.3677
Planning Record No.	2017-012151PRJ
Project Address:	2340 San Jose Avenue (260 Geneva Avenue)
Zoning:	NCT-2 (Small-Scale Neighborhood Commercial Transit) District
	85-B and 45-X Height and Bulk Districts
Block/Lot:	6973/039
Project Sponsor:	Kristen Belt
	Mithun
	660 Market Street, #300
	San Francisco, CA 94122
Staff Contact:	Jeff Horn – (415) 575-6925
	jeffrey.horn@sfgov.org

1650 Mission St. Suite 400 San Francisco, CA 94103-2479

Reception: 415.558.6378

Fax: 415.558.6409

Planning Information: **415.558.6377**

PROJECT DESCRIPTION

The project proposes the construction of 130 below-market-rate dwelling units and one manager's unit, an approximately 4,000-square-foot child care facility with outdoor activity area (playground), approximately 3,900 square feet of ground floor retail, 2,900 square feet of office (community services and programs through the Family Wellness Community Resources Center (FWCRC), operated by Mission Housing's Resident Services Department in collaboration with partner agencies including YMCA and Instituto Familiar de la Raza), approximately 3,500 square feet of space for utilities, 9,300 square feet of common amenity space for community service and residential uses, and approximately 4,000 square feet of common open space. The property will serve a range of income levels from 30% AMI to 60% AMI with Project Based Vouchers assigned to 25% of the units.

BACKGROUND

On July 13, 2018, Kristen Belt submitted an SB 35 Application for the mixed-use project at 2340 San Jose Avenue (260 Geneva Avenue). Department staff determined that the SB 35 Application was complete, and that the proposed project was eligible for SB 35 on August 27, 2018.

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

PROJECT APPROVAL

The Department has determined that the project meets all of the objective standards of the Planning Code and has completed design review of the project. The project has been approved in accordance with the provisions of SB 35, as recorded in Building Permit Application No. 2018.0703.3677.

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF FINANCIAL ASSISTANCE 2020 W. El Camino Avenue, Suite 670, 95833 P. O. Box 952054 Sacramento, CA 94252-2054 (916) 263-2771 / (FAX) 263-2763 www.hcd.ca.gov



November 1, 2019

MEMORANDUM FOR:

All Potential Applicants

FROM:

Jennifer Seeger, Acting Deputy Director Division of Financial Assistance

SUBJECT:

Notice of Funding Availability Affordable Housing and Sustainable Communities Program

The California Strategic Growth Council (SGC) and the California Department of Housing and Community Development (HCD) are pleased to announce the availability of approximately \$550 million in funding for the Affordable Housing and Sustainable Communities (AHSC) program. The purpose of the AHSC program is to reduce greenhouse gas (GHG) emissions through projects implementing land-use, housing, transportation, and agricultural land preservation practices to support infill and compact development, and support related and coordinated public policy objectives. Funding for the AHSC program is provided from the Greenhouse Gas Reduction Fund (GGRF), an account established to receive Cap-and-Trade auction proceeds.

The AHSC program furthers the purposes of AB 32 (Chapter 488, Statues of 2006) and SB 375 (Chapter 728, Statutes of 2008). AHSC is part of the California Climate Investments, a statewide program funded through the GGRF that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

The AHSC NOFA, Guidelines, workshop details, and related program information are available at <u>http://sgc.ca.gov/programs/ahsc/</u> or <u>http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml</u>. Application materials will be posted to <u>http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml</u> prior to NOFA workshops.

To receive information on workshops and other updates, please visit <u>HCD</u> and <u>SGC</u>. Questions may be directed to the AHSC program at <u>ahsc@hcd.ca.gov</u> and <u>ahsc@sgc.ca.gov</u>.

Attachment

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

Notice of Funding Availability Round 5

November 1, 2019





CALIFORNIA STRATEGIC GROWTH COUNCIL



Gavin Newsom, Governor State of California

Alexis Podesta, Secretary Business, Consumer Services and Housing Agency

> Louise Bedsworth, PhD, Director California Strategic Growth Council

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

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833 Website: <u>http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml</u> Phone: (916) 263-2771 Email: <u>ahsc@hcd.ca.gov</u>

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I. <u>Overview</u>

A. Notice of Funding Availability

The Strategic Growth Council (SGC) and the California Department of Housing and Community Development (Department) hereby announce the availability of approximately \$550 million in funding for the Affordable Housing and Sustainable Communities (AHSC) program. The AHSC program is administered by SGC and implemented by the Department. The California Air Resources Board (CARB) provides the quantification methodology for determining the greenhouse gas (GHG) emissions reductions for the AHSC program.

These AHSC program funds will be used for loans or grants, or a combination thereof, to projects that will achieve GHG emissions reductions to benefit all California communities, particularly through increasing accessibility to affordable housing and key destinations via low-carbon transportation, resulting in fewer vehicle miles traveled (VMT) through shortened or reduced trip length or mode shift from Single Occupancy Vehicle (SOV) use to transit, bicycling or walking.

B. Timeline

NOFA Release	November 1, 2019
Application Due Date	February 11, 2020
Award Announcements	Summer 2020

C. What's New

- 1) The maximum individual award amount has increased to \$30 million.
- 2) The maximum amount to be awarded to any single Developer has been increased to \$60 million.
- 3) Department will no longer require a hardcopy submittal of the Application Workbooks. Only documents with wet signatures must be submitted in hard copy to the Department by the application due date listed in Section III.B. of this NOFA. Additionally, application materials must be submitted electronically pursuant to Section III. A. of this NOFA.

D. Authorizing Legislation

The AHSC program furthers the purposes of AB 32 (Chapter 488, Statutes of 2006) and SB 375 (Chapter 728, Statutes of 2008). Available funds are subject to the AHSC program Guidelines issued by SGC dated October 31, 2019, or as amended (Guidelines). The Guidelines include detailed information on eligibility requirements, application selection criteria, established terms, conditions, and procedures for funds awarded under AHSC. The Guidelines are available at http://www.sgc.ca.gov/programs/ahsc/resources/.

Applicants are responsible for complying with the AHSC program requirements set forth in the Guidelines. Applicants are urged to carefully review the Guidelines and information contained in this NOFA before submitting applications.

II. Program Requirements

The following is provided as a summary and is not to be considered a complete representation of the entirety of the eligibility, threshold, or other requirements or terms and conditions of the AHSC program. Please note that capitalized words may be defined terms and can be found in the program Guidelines. Please refer to the Guidelines for complete information.

A. Eligible Applicants

Applicants must be eligible pursuant to the Guidelines, Section 105, Eligible Applicants.

Please note: A special purpose entity, which is formed and controlled by the Developer, and which will serve as the ultimate borrower of AHSC loan funds, is not an Eligible Applicant, but may be named in the portion of the application that requests the name of the ultimate borrower.

B. Eligible Projects

Proposed projects must be eligible pursuant to the Guidelines, Section 102, Eligible Projects. Eligible projects must fall into one of the following three eligible Project Area types:

- Transit Oriented Development Project Area type (TOD)
- Integrated Connectivity Project Area type (ICP), or
- Rural Innovation Project Area type (RIPA).

C. Eligible Costs

The AHSC program funds Capital Projects and eligible Program Costs within TOD, ICP and RIPA Project Areas. For a detailed list of all eligible costs, please refer to the Guidelines, Section 103, Eligible Cost.

D. Program Threshold Requirements

In addition to meeting the requirements of the Guidelines as described in paragraphs A, B, and C above, applicants and projects are also required to meet the program threshold requirements found in Section 106 of the Guidelines.

E. Program Funding Amounts and Terms

1. **AHSC Program Funding Award Maximum:** The maximum AHSC program loan or grant award, or combination thereof, is \$30 million, with a minimum award of at least \$1 million.

- 2. **AHSC Program Funding Developer Maximum:** A single Developer may receive no more than \$60 million per NOFA funding cycle. This limitation may be waived by SGC, if necessary, to meet requirements referenced in the Guidelines, Section 108(d)(7).
- Terms of Assistance: Assistance terms and limits are set forth in the Guidelines, Section 104, Assistance Terms and Limits. Loans for Affordable Rental Housing Developments are subject to requirements set forth in the Guidelines, Section 104(b). Grants are subject to the terms and requirements set forth in the Guidelines, Section 104(c).

F. Application Scoring

Applications will be scored according to the Guidelines, Section 107, Scoring Criteria. AHSC program funds will be allocated through a competitive processset forth in Guidelines, Section 108.

III. Application, Review, Workshops, and Appeals

Applications must meet eligibility requirements upon submission. Modification of the application forms by the applicant is prohibited. It is the applicant's responsibility to ensure the application is clear, complete, and accurate. After the application deadline, Department staff may request clarifying information, provided such information does not affect the competitive rating of the application. No information, whether written or oral, will be solicited or accepted if this information would result in a competitive advantage to an applicant or a disadvantage to other applicants. No applicant may appeal the evaluation of another applicant's application.

The AHSC NOFA, Guidelines, workshop details, and related program information are available at <u>http://sgc.ca.gov/programs/ahsc/resources/</u> or <u>http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml</u>. Application materials will be posted to <u>http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml</u> prior to NOFA workshops.

A. Financial Assistance Application Submittal Tool (FAAST) Application Components

Complete applications must include the following components:

1. AHSC Application Workbook

All applicants must complete and submit the AHSC Application Workbook.

2. AHSC Benefits Calculator Tool

All applicants must complete and submit the AHSC Benefits Calculator Tool to meet requirements referenced in Guidelines Section 106(a)(1).

3. Universal Application Workbook (UA)

The UA must be completed and submitted for projects seeking funds for Affordable Housing Development (AHD) or Housing Related Infrastructure (HRI).

4. Electronic FAAST Submission

Application materials must be submitted electronically via the FAAST system. Requirements for uploading the Application Workbook, UA Workbook, and required supporting documentation, including naming conventions, are described in the application instructions available at <u>http://www.hcd.ca.gov/grants-</u> <u>funding/active-funding/ahsc.shtml</u>. Applicants must upload all application materials to the <u>FAAST</u> system no later than **11:59 p.m. Pacific Standard Time on February 11, 2020**.

B. Hardcopy Document Submittal

Applicants must submit hardcopies of documents requiring wet signatures as identified in the Application Workbooks through a mail carrier service such as U.S. Postal Service, UPS, FedEx or other carrier services that provide date stamp verification confirming delivery. These documents must be received by the Department no later than **5:00 p.m., Pacific Standard Time on February 13, 2020** to the address below:

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

Division of Financial Assistance, NOFA Section California Department of Housing and Community Development 2020 W. El Camino Avenue, Suite 650 Sacramento, CA 95833

Personal deliveries will not be accepted. No late applications, incomplete applications, facsimiles, walk-ins or application revisions will be accepted. The hardcopy documents must match documents submitted via the FAAST system. In the event of discrepancies between hardcopies and electronically submitted workbooks, the electronic FAAST submission will prevail.

C. Application Review

1. Phase One

Application completeness and satisfaction of threshold criteria described in the Guidelines will be confirmed. Please note, the threshold review for financial feasibility criteria in this phase consists of only verification of documentation completeness, not an evaluation of the material facts. That review will take place in Phase Three. Phase One is a pass/fail stage, and applicants will receive notification of their status upon completion of threshold reviews, with a five-day opportunity to appeal the findings of the reviews.

2. Phase Two

Quantitative policy criteria and greenhouse gas reductions score (GHG QM) will be evaluated for proposals that have met the requirements of Phase One. An initial score letter will be provided to applicants with a five-day opportunity to appeal the findings of the reviews. AHSC staff will review appeal responses and revise scores where appropriate. Applicants who score less than 50 percent of the total quantitative policy criteria and GHG QM points will not be eligible to move forward. The final score letter will include notification of application status.

3. Phase Three

An interagency team will review the narrative section of applications which have scored 50 percent or higher in Phase Two. During Phase Three, an in-depth evaluation of the project's financial feasibility will be performed.

D. Appeals

1. Basis of Appeals

- (a) Upon receipt of the Department's notice that an application has been determined to be incomplete, ineligible, fail threshold, or have a reduction to the initial point score, applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.
- (b) No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, point score, award, denial of award, or any other matter related thereto.
- (c) The appeal process provided herein applies solely to decisions of the Department made in this program NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future program NOFAs.

2. Appeal Process and Deadlines

(a) To lodge an appeal, applicants must submit to the Department, by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

Appeals are to be submitted to the Department at <u>ahsc@hcd.ca.gov</u> according to the deadline set forth in Department review letters.

(b) Appeals must be received by the Department no later than five business days from the date of the Department's threshold review or initial score letters representing the Department's decision made in response to the application.

3. Decision

Any request to amend the Department's decision shall be reviewed for compliance with the <u>Guidelines</u> and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

E. Disclosure of Application

Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Chapter 1473, Statutes of 1968). As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers and home addresses. By providing this information to the Department, the applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

F. Application Workshops

The Department, SGC and CARB will conduct application workshops and pre-application consultations for the Round 5 application submission. AHSC workshop details and related program information will be posted on the SGC <u>website</u>. Appointments are required for pre-application consultations. Workshop questions should be directed to <u>ahsc@sgc.ca.gov</u>.

IV. Award Announcements and Contracts

A. Award Announcements

Awards will be announced in summer 2020. Award recommendations will be posted with meeting materials at <u>http://sgc.ca.gov/meetings/</u>, ten days prior to the SGC public meeting.

B. Contracts

Successful Applicants (Awardee(s)) will enter into a Standard Agreement with the Department. The Standard Agreement contains all the relevant state and federal requirements, as well as specific information about the award and the work to be performed.

V. Other State Requirements

A. Article XXXIV

All projects shall comply with Article XXXIV, Section 1 of the California Constitution as clarified by the Public Housing Election Implementation Law (Health and Safety Code § 37000 - 37002). Article XXXIV documentation for loans underwritten by the Department shall be subject to review and approval by the Department prior to the announcement of award recommendations.

B. Pet Friendly Housing Act of 2017

Housing funded through the AHSC program is subject to the Pet Friendly Housing Act of 2017 (Health and Safety Code Section 50466). Each Awardee is required to submit a signed and dated certification that residents of the AHSC funded housing development will be authorized to own or otherwise maintain one or more common household pets.

C. State Prevailing Wages

AHSC program funds awarded under this NOFA are subject to state prevailing wage law, as set forth in Labor Code Section 1720 et seq., and require the payment of prevailing wages unless the project meets one of the exceptions of Labor Code Section 1720 (c), as determined by the Department of Industrial Relations (DIR). The DIR can be contacted via its website at <u>https://www.dir.ca.gov/oprl/DPreWageDetermination.htm</u>. Applicants are urged to seek professional advice as to how to comply with state prevailing wage law.

VI. Other Terms and Conditions

A. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. Subscriptions to the Department's email list are available at: <u>http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html</u>.

B. Conflicts

In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, regulations, and guidelines pertaining to the AHSC program, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.





January 29, 2021

AHSC Round 5 Guidelines: Summary of Changes for February 24, 2021 SGC Meeting

Summary

Due to the COVID-19 health emergency, The California Strategic Growth Council is making accommodations via guidelines changes to the Affordable Housing and Sustainable Communities Program (AHSC) for Rounds 5. These changes extend project delivery timelines and allow eligible costs to be incurred sooner. These Guidelines changes seek to respond to stakeholder feedback and meet the moment, granting projects flexibility to meet financial commitments and deliver AHSC projects, advancing sustainable development best practices, across California's many communities. AHSC program staff invite public comments on the changes to Guidelines for round 5 by 5:00 p.m. on February 5, 2021. (See "How to Comment," below, for details.)

Background

The State of California is committed to fighting climate change by reducing GHG emissions to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050. The Affordable Housing and Sustainable Communities Program, funded by State cap-and-trade dollars programmed through California Climate Investments (CCI), helps reduce GHG emissions specifically increasing the supply of affordable housing near jobs, amenities, and transportation. AHSC is an important funding source for communities seeking to implement sustainable development practices, including those that are part of regional Sustainable Communities Strategies pursuant to SB 375 (Steinberg, 2008), that make it easier for residents to drive less by providing active transportation options such as walking, biking, and transit. This focus on climate action is built into the AHSC program guidelines, which AHCS staff and the Council revise each round to ensure the program continues to serve its climate mission in light of new policies, metrics, and contexts that influence the intersecting issue areas – including, but not limited to, housing, transportation, energy, urban greening, and equity – that fall under the AHSC umbrella.

Summary of Changes

The following summary reflects updates proposed in the Round 5 AHSC Guidelines. Changes are listed in the order they appear in the Guidelines.

• Section 104(c)(2) – Assistance Terms and Limits – Allows eligible AHSC costs to be incurred after award instead after until the Standard Agreement is signed.

These costs are eligible for reimbursement after awardees sign the Standard Agreement. This change is intended to provide flexibility to awarded recipients in allowing them to begin project construction sooner, advancing the timeline for completion.

 Section 111(a) and (b) – Performance Requirements – To accommodate for delays due to the COVID-19 pandemic, SGC proposes extending project milestones, allowing recipients roughly three years from their award date to begin construction and six years to complete construction. These dates are proposed as July 30, 2023 and July 30, 2026, respectively. Currently, deadlines are set at July 30, 2022 and July 30, 2025, respectively. These changes reflect feedback from award recipients that COVID-19 has impacted permitting processes and construction time tables.

How to Comment

The comment period for this draft is open from January 29, 2021 until February 5, 2021 at 5:00 P.M. Comments on the AHSC Round 5 Guidelines should be submitted via email to AHSC Program staff at <u>AHSC@sgc.ca.gov</u>.

To receive a version of the draft guidelines with changes tracked, send an email request to <u>AHSC@sgc.ca.gov</u>.

The best way to stay up-to-date on the AHSC Program is by registering for the <u>AHSC</u> and <u>SGC email lists</u>.

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

ROUND 5 FY 2018-2019 PROGRAM GUIDELINES





October 31, 2019

Technical Amendments: 12/9/19, and 2/24/21

Article I. AHSC General Overview	3
Section 100. Purpose and Scope	3
Section 101. AHSC Program Overview	4
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Note: Defined terms are bolded throughout the document. Refer to Appendix A for complete definitions.

Article I. AHSC General Overview

Section 100. Purpose and Scope

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

Section 101. AHSC Program Overview

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

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

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

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

AHSC awards funds will be allocated through a competitive process, based on the merits of applications submitted and the proposed use of funds within the identified **Project Area**. The threshold requirements and application selection criteria focus on the extent to which developments realize the **AHSC Program's** objectives of reducing GHG emissions, benefiting **Disadvantaged Communities**, **Low-Income Communities**, and **Low-Income Households**, providing affordable housing, demonstrating project readiness, and meeting other policy considerations.

Disadvantaged Community Benefits

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

A **Project** that is located in and provides benefits to a **Disadvantaged Community**, **Low-Income Community**, or **Low-Income Households** may receive priority for funding in order to meet the AHSC Program **Disadvantaged Community** and **Low-Income Community** funding requirements. All applicants must evaluate the criteria for demonstrating a benefit to **Priority Populations** as part of the application, and, if applicable, demonstrate in the application how the **Capital Project** or **Program Costs** within the **Project** meets one of the criteria.

Article II. Program Requirements and Procedures

Types (TOD) Project Area Project (ICP) Project Area Transit Requirements (All Project Areas) §102 • MUST include Qualifying Transit includes various forms of Rail Service, Bus Service, - All Project Areas MUST also include a Transit Station/Stop, served Transit line departing two or more times during Peak Hours (unless Service). Project Area Specific Transit Requirements §102 • MUST be served by High Quality Transit • CANNOT be served by High Quality Transit Project Area Specific Transit Requirements §102 • MUST be served by High Quality Transit • CANNOT be served by High Quality Transit • MUST be served by High Quality Transit • CANNOT be served by High Quality Transit • At least fifty (50) percent of AHSC Program funds MUST be used for Affordable Housing (which includes Affordable Housing Developments or Housing Related Infrastructure) AND • At least one other type of Eligible Capital Project or Program Costs §103 • At least fifty (50) percent of Affordable Housing Developments or Housing Related Infrastructure (HRI) • Sustainable Transportation Infrastructure (STI) • Transportation Infrastructure (STI) • Transportation Infrastructure (STI) • Transportation Infrastructure (STI) • Transportation and Substantial Rehabilitation including preservation of Acquisition and Substantial Rehabilitation including preservation of available funds to ICP Project Areas §103 Target 35 percent of available funds to TOD Project Areas Target 45 percent of available funds to ICP Project Areas §104 Target a project from a Federally Recognized Indian Tribe, an eligible ent a Fede		SC Program Summary				
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Project Area Specific Transit Requirements §102 • MUST be served by High Quality Transit • CANNOT be served by High Quality Transit 9 • Headway frequency of 15 minutes or less during Peak Hours • Must operate on a railway or be a Bus Rapid Transit (BRT) service that either fully or partially operates on a dedicated bus-only lanes • At least fifty (50) percent of AHSC Program funds MUST be used for Affordable Housing Developments or Housing Related Infrastructure) AND • At least fifty (50) percent of AHSC Program funds MUST be used for Affordable Housing Developments or Housing Related Infrastructure) AND • At least fifty (50) percent of AHSC Program funds MUST be used for Affordable Housing Developments or Housing Related Infrastructure) • At least fifty (50) percent of AHSC Program funds MUST transportation Infrastructure) Eligible Capital Projects or Program Costs §103 • At fordable Housing Developments (AHD) • Atfordable Housing Cevelopments (AHD) Affordable Housing Development Requirements §103 • Affordable Housing Developments may be: • New construction • Acquisition and Substantial Rehabilitation including preservation of • Conversion of one or more nonresidential structures to residential do available funds to ICP Project Areas Funds Available §104 Target 35 percent of available funds to TOD Project Areas Target 45 percent of available funds to ICP Project Areas Project Awards §104 All Project Area Types are subject to the following minimum and ma Maximum: \$10 Million Minimum: \$10 Million	Transit Requirements (All Project Areas) §102	 MUST include Qualifying Transit Qualifying Transit includes various forms of Rail Service, Bus Service and Flexible Transit Service. All Project Areas MUST also include a Transit Station/Stop, served by at least one Qualifying Transit line departing two or more times during Peak Hours (unless it is Flexible Transit 				
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Eligible Capital Projects or Program Costs §103 • Affordable Housing Developments (AHD) • Housing Related Infrastructure (HRI) • Sustainable Transportation Infrastructure (STI) • Transportation-Related Amenities (TRA) • Programs (PGM) Affordable Housing Development Requirements §103 Affordable Housing Developments may be: • New construction • Acquisition and Substantial Rehabilitation including preservation of • Conversion of one or more nonresidential structures to residential du site of TOD Project Areas Funds Available §108 Target 35 percent of available funds to TOD Project Areas Target 45 percent of available funds to ICP Project Areas Project Awards §104 Target a project from a Federally Recognized Indian Tribe, or an eligible entity established b Indian Tribe to undertake Tribal housing project Project Awards §104 All Project Area Types are subject to the following minimum and ma Maximum: \$30 Million Minimum: \$1 Million Statutory Funding • 50 percent of the AHSC Program expenditures shall be for Affordable Code § 39719(a)(1)(C))	Funded Components	 AHSC Program funds <u>MUST</u> be used for Affordable Housing (which <u>includes</u> Affordable Housing Developments or Housing Related Infrastructure) <u>AND</u> At least one other type of Eligible Capital Project or 	 At least fifty (50) percent of AHSC Program funds <u>MUST</u> be used for Affordable Housing (which includes Affordable Housing Developments or Housing Related Infrastructure) AHSC Program funds MUST be used for Sustainable Transportation Infrastructure AND Affordable Housing (which includes Affordable Housing Developments or Housing Related Infrastructure) 			
Housing Development RequirementsNew construction§103• New constructionFunds Available §108Target 35 percent of available funds to TOD Project AreasTarget 45 percent of available funds to TOD Project AreasFunds Available §108Target a project from a Federally Recognized Indian Tribe, an eligible ent a Federally Recognized Indian Tribe, or an eligible entity established b Indian Tribe to undertake Tribal housing project All Project Area Types are subject to the following minimum and ma Maximum: \$30 Million Minimum: \$1 MillionStatutory Funding• 50 percent of the AHSC Program expenditures shall be for Affordable Code § 39719(a)(1)(C))	Eligible Capital Projects or Program Costs \$102 Program Costs Program Costs					
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a Federally Recognized Indian Tribe, or an eligible entity established b Indian Tribe to undertake Tribal housing project Project Awards §104 All Project Area Types are subject to the following minimum and ma Maximum: \$30 Million Minimum: \$1 Million • 50 percent of the AHSC Program expenditures shall be for Affordable Code § 39719(a)(1)(C))	Funds Available		available funds to ICP	Target 10 percent of available funds to RIPAs		
§104 Maximum: \$30 Million Minimum: \$1 Million • 50 percent of the AHSC Program expenditures shall be for Affordable Code § 39719(a)(1)(C))	§108	Target a project from a Federally Recognized Indian Tribe, an eligible entity having co-ownership with a Federally Recognized Indian Tribe, or an eligible entity established by a Federally Recognized Indian Tribe to undertake Tribal housing projects				
Statutory Funding Code § 39719(a)(1)(C))						
§108 Communities (Public Resources Code § 75214) Note: A single project can address both set-asides above, and are not	Set-asides	 50 percent of AHSC Program expenditures shall be for projects benefitting Disadvantaged Communities (Public Resources Code § 75214) 				

Figure 1: AHSC Program Summary

Section 102. Eligible Projects

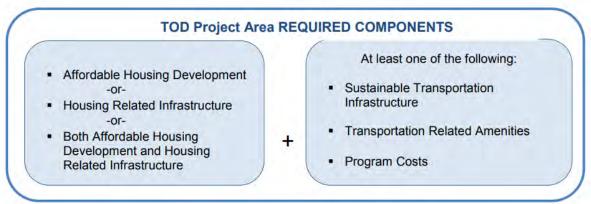
The **AHSC Program** is designed to implement GHG emissions reductions through a reduction of vehicle miles travelled (VMT), or fewer and shorter auto-trips. The **AHSC Program** will fund integrated land use and transportation projects supporting low-carbon transportation options. Promoting mode shift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

- (a) All applicants are required to define a Project Area. The Project Area is the area which encompasses transit, housing and destinations and is the area in which AHSC Program funds will be invested. Each Project Area must:
 - (1) Be a contiguous area included within a distinct planning area in a local or regional planning document(s) or transit service area
 - (2) Include at least one **Transit Station/Stop** consistent with the requirements set forth in (c) or (d) below; and
 - (3) Be of a defined size consistent with one of the following:
 - (A) For **Project Areas** with fixed transit routes, the defined **Project Area** may not exceed a one (1) mile radius from the identified **Transit Station/Stop**.
 - (B) For Project Areas with Flexible Transit Service routes, the defined Project Area must be defined based on the identified service area of the transit line.
 - (C) For Project Areas which include a **Transit Corridor** or bicycle network or both, the defined **Project Area** must be identified in a plan, i.e. general plan, bicycle master plan or transit corridor implementation plan.
- (b) The AHSC Program includes three eligible Project Area types as defined below:
 - (1) Transit Oriented Development (TOD) Project Areas,
 - (2) Integrated Connectivity Project (ICP) Project Areas, and
 - (3) Rural Innovation **Project Areas** (RIPA).

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

(c) **TOD Project Areas** must demonstrate <u>ALL</u> of the following:

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



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



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

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

Section 103. Eligible Costs

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

Figure 2 Eligible Capital Projects and Program Costs EligibleCapital Projects		
 Affordable Housing Development (AHD) Housing-Related Infrastructure (HRI) Sustainable Transportation Infrastructure (STI) Transportation-Related Amenities (TRA) 		
Eligible Program Costs (PGM)		
 Active Transportation Programs Transit Ridership Programs Criteria Air Pollutant Programs Workforce Development Programs Car Share Programs 		

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

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

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

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

(a) Capital Projects

(1) Affordable Housing Development Capital Projects

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

Note: Re-syndication of an Affordable Housing Development is <u>not</u> an eligible Capital Project.

- (ii) Be located within one-half (½) mile from a Transit Station/Stop that meets the Project Area transit requirements as defined in Section 102(c) or (d). The one-half (½) mile is to be measured from the nearest boarding point of the Transit Station/Stop to the entrance of the residential structure in the Affordable Housing Development furthest from the Transit Station/Stop along a walkable route. The walkable route, after completion of the proposed Project, shall be free of negative environmental conditions that deter pedestrian circulation such as barriers, stretches without sidewalks or walking paths, noisy vehicular tunnels, streets, arterials or highways without regulated crossings that facilitate pedestrian movement, minimize stretches without shade or cover, or stretches without lighted streets;
- (iii) Rental Affordable Housing Developments must include at least 20 percent of the total residential units as Affordable Units with an overall Project average affordability of all Restricted Units within the Project no greater than 50 percent represented by Area Median Income (AMI). Average affordability means the total number of Restricted Units multiplied by each restricted affordability level divided by the total Restricted Units. For example, for a 30 unit project with 10 units restricted to 40 percent and 10 units restricted to 60 percent AMI the calculation of the average affordability would be as follows:

10 units @ 40% AMI \rightarrow 10 x 40 = 400 10 units @ 60% AMI \rightarrow 10 x 60 = 600 400 + 600 = 1000 1000/ 20 total restricted units = average affordability of 50%

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

and;

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

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

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

- (ii) Consist of scattered sites constituting a single, integrated **Affordable Housing Development** that meets the requirements set forth by Section 8303(b) of the Uniform Multifamily Regulations (UMRs); or
- (iii) Include nonresidential uses that are compatible under local zoning.
- (C) Eligible costs for Affordable Housing Development Capital Projects are limited to:
 - (i) Costs for a Housing Development, as specified in Section 7304(a) and (b) of the MHP Guidelines dated June 19, 2019 (MHP Guidelines). Section 7304(b)(10) the reasonable developer fee subject to the provisions of Section 7305, must be calculated as applicable using the TCAC Regulations dated February 27, 2019.
 - (ii) Soft costs such as those incidentally but directly related to construction or other pre-development components including, but not limited to, planning, engineering, construction management, architectural, and other design work, required mitigation expenses, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 10 percent of total AHSC Program award.
 - (iii) Each AHSC application may budget up to 2 percent of their total funding request for Employment Benefits and Outcomes Reporting. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. Employment Benefits and Outcomes Reporting costs are not included within the soft costs cap.
- (D) Affordable Housing Development and Housing Related Infrastructure Capital Projects must comprise <u>at least</u> fifty (50) percent of total AHSC funds requested.
- (E) A single Affordable Housing Development Capital Project may not include more than one Affordable Housing Development, nor may it include an Affordable Housing Development that contains multiple development sites when one development site is receiving four percent low-income housing tax credits, and another is receiving nine percent lowincome housing tax credits. An application proposing an Affordable Housing Development with both four percent low-income housing tax credits and nine percent low-income housing tax credits will be disqualified on the grounds that it is not proposing a Project within the meaning and design of the AHSC Program. To the extent such tax credit scenarios are contemplated, they shall constitute two separate and independent Projects, each of which must submit an entirely separate application and qualify independently of the other.
- (2) Housing-Related Infrastructure Capital Projects

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

Area meeting the transit requirements detailed in Section 102 (c) or (d).

- (ii) Soft costs such as those incidentally but directly related to construction or project plans, specifications and estimates including, but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 30 percent of total AHSC Program award.
- (iii) Each AHSC application may budget up to 2 percent of their total funding request for Employment Benefits and Outcomes Reporting. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. Employment Benefits and Outcomes Reporting are not included within the soft costs cap.
- (iv) Activity Delivery Costs that are associated with the implementation of the Capital Project not to exceed 10 percent of the costs associated with the Capital Project.
- (v) Operations expenditures for up to 2 years that directly expand transit service by supporting new or expanded routes and may include wages, fueling, maintenance, and other costs to operate those services.
- (vi) Other **Capital Project** costs required as a condition of local approval for the **Capital Project**, as approved by the **Department**.
- (B) The total combined grant amount for **Sustainable Transportation** Infrastructure Capital Projects and Transportation-Related Amenities Capital Projects within a Project Area shall not exceed \$10,000,000.
- (4) Transportation-Related Amenities Capital Projects
 - (A) **Transportation-Related Amenities** must be publicly accessible.
 - (B) Eligible costs for **Transportation-Related Amenities Capital Projects** are limited to:
 - (i) Capital improvements that are publicly accessible and provide supportive amenities to cyclists, pedestrians, and transit riders (i.e. bike parking, bus shelter, benches, street trees, etc.) within the defined **Project Area** meeting the transit requirements detailed in Section 102 (c) or (d).
 - Soft costs such as those incidentally but directly related to construction project plans, specifications and estimates including,

but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 10 percent of total **AHSC Program** award.

- (iii) Each AHSC application may budget up to 2 percent of their total funding request for Employment Benefits and Outcomes Reporting. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. Employment Benefits and Outcomes Reporting costs are not included within the soft costs cap.
- (iv) Activity Delivery Costs that are associated with the implementation of the Capital Project not to exceed 10 percent of the costs associated with the Capital Project.
- (v) Other **Capital Project** costs required as a condition of local approval for the **Capital Project**, as approved by the **Department**.
- (C) The total combined grant amount for **Sustainable Transportation** Infrastructure Capital Projects and Transportation-Related Amenities Capital Projects within a Project Area shall not exceed \$10,000,000.
- (b) Program Costs
 - (1) Program Costs include those costs typically associated with 1) program creation, or 2) expansion of existing programs to serve new populations or offer new program service and implementation. Eligible costs may include operational costs for programs for the term of the grant (3 years). Programs include education, outreach and training programs for Active Transportation or transit ridership; air pollution exposure reduction; workforce development partnerships; and outreach, education, and subsidy to low-income residents for ZEV car sharing.
 - (2) The total grant amount for Program Costs within a Project Area shall not exceed 30 percent of the funding request for the overall Project up to \$500,000. Costs incurred for required transit passes or cards described in Section 106 (4) will not contribute to this cap.
- (c) Ineligible costs include all of the following:
 - Costs are not eligible for funding if there is another feasible, available source of committed funding for the **Project** portion thereof to be funded by the **AHSC Program** or if the cost is incurred prior to **AHSC Program** award;
 - (2) Routine maintenance or operations of transportation infrastructure including the general transit fleet, not including AHSC funded transit service expansion;

- (3) In lieu fees for local inclusionary housing programs;
- (4) Ongoing operational costs beyond the term of the grant (three years) for **Program Costs**; and
- (5) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).

Section 104. Assistance Terms and Limits

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

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

(E) For homeownership Affordable Housing Developments, AHSC Program assistance will be provided in the form of a grant from the Department to a Locality or Developer. It will be disbursed as reimbursed progress payments for Eligible Costs incurred for the construction of Housing Related Infrastructure required as a condition of approval of the homeownership Affordable Housing Development, made available for sale to qualified first-time homebuyers. The total firsttime homebuyer grant amount is \$50,000 per Restricted Unit. Prior to any disbursement, an affordability covenant will be recorded against the fee interest in the property of the Affordable Housing Development. At the time of sale of the Restricted Unit to a qualified first-time homebuyer, either the affordability covenant or a resale restriction will be recorded against the Restricted Unit for a period of not less than 30 years from the date of recordation.

Section 105. Eligible Applicants

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

Section 106. Program Threshold Requirements

(a) Application Threshold Requirements

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

- (1) The proposed **Project** will achieve a reduction in GHG emissions through fewer vehicle miles travelled (VMT), pursuant to the most recent **AHSC Program** Quantification Methodology, available on the California Air Resources Board's Climate Change Investments (CCI) Quantification, Benefits and Reporting Materials webpage (<u>www.arb.ca.gov/cci-resources</u>). This must be evidenced by completed GHG Benefits Calculator tool, described in the AHSC Application, displaying VMT and GHG reductions for each **Project** component.
- (2) The proposed **Project** supports the implementation of the applicable Sustainable Community Strategy (SCS), as confirmed by the Metropolitan Planning Organization (MPO), or similar sustainable planning document in non-MPO regions, as allowed by <u>SB 862</u> (Chapter 36, Statutes of 2014). The application must be consistent with activities or strategies identified in the regional SCS, or similar planning document that demonstrate a per capita reduction in VMT and GHG.
- (3) The proposed **Project** must be consistent with the State Planning Priorities established pursuant to Section 65041.1 of the Government Code.
- (4) All proposed **Affordable Housing Developments** must provide free transit passes, reloadable transit cards, or discounted passes priced at no more than half of retail cost. At least one (1) pass or card shall be made available for each Restricted Unit for at least 3 years. The card or pass should have a minimum value of 40 average commute length rides a month as determined by the transit agency. These passes or cards may be paid for with AHSC funding.
- (5) Applicants of all proposed **Affordable Housing Developments** must certify that the development will be smoke free and demonstrate compliance by submitting a **Smoke Free Housing** lease addendum prior to construction loan closing.
- (6) The AHSC funded components of the **Project** must:
 - (A) Incorporate more than one **Urban Greening** feature with dedicated maintenance for at least two years.
 - (B) Include adequate lighting in accordance with local, state, and federal design standards and requirements for all publicly accessible components of the **Project** including active transportation routes and transit stations or stops.

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

<u>AHSC funds requested + Enforceable Funding Commitments (EFCs) – Deferred Costs</u> Total Development Cost – Deferred Costs

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

- (8) Completion and approval or adoption of all necessary environmental clearances including those required under the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act. All applicable time periods for filing appeals or lawsuits have lapsed within 30 days of the application due date with lawsuits or appeals filed.
 - (A) STI or TRA components of a Project are not required to certify completion and demonstration of approval of environmental clearances (NEPA or CEQA) as stated in (8) above until prior to the initial disbursement of grant funds
- (9) Applications must demonstrate that all necessary discretionary local land use approvals, excluding design review, have been granted.
- (10) The application must be sufficiently complete to assess the feasibility of the proposed project and its compliance with AHSC Program and application requirements. For example, the applicant must demonstrate that the Project is financially feasible as evidenced by documentation including, but not limited to, a market study, project pro-forma, sources and uses statement, proposed operating budget, multi-year pro-forma, or other feasibility documentation that is standard industry practice for the type of proposed Affordable Housing Development. A market study that meets the requirements specified in the TCAC Regulations Section 10322(h)(10) will be accepted by the Department.
- (11) The applicant or **Developer** of the **Project** must demonstrate **Site Control** sufficient to ensure the timely commencement of the **Project** as determined by the **Department**.
- (12) Applicants must demonstrate experience by providing evidence of at least two projects that are similar to the proposed AHSC **Project** in scope and size, which have been completed by the applicant, or joint applicant, during the ten years preceding the application due date.
 - (A) For STI or TRA components only, an applicant may demonstrate the requisite experience (as detailed above) by using the past experience of work completed of a Locality or Transportation Agency non-applicant so long as the applicant can provide an executed agreement with that specific Locality or transportation agency non-applicant for the

completion of the **STI** or **TRA** components of the AHSC Project for which funding is sought.

- (13) As of the date of application, the applicant(s), the **Project**, or the real property on which the **Project** is proposed may not be party to or the subject of any claim or action in the state or federal courts that affects or potentially affects the feasibility of the project. Further, the applicant(s) shall disclose and describe any claim or action undertaken by or against the applicant(s), the **Project** or the Property which affects or potentially affects the feasibility of the **Project**.
- (14) Construction of the **Project** has not commenced as of the application deadline set forth in the **NOFA**.
- (15) **Qualifying Transit** must be completed and offering service to the **Transit Station/Stop** of the **Project Area** by the time set forth in the Standard Agreement, but in no case later than the issuance of the certificate of occupancy for the **Affordable Housing Development**.
- (16) Demonstrate consistency with State Relocation Assistance Law (CA Gov Code Sec. 7260-7277).
- (17) The Housing Element for the jurisdiction in which the **Project** is located must be in substantial compliance by the date of award recommendation. Housing Element in substantial compliance means the local public entity's adopted housing element is in substantial compliance as demonstrated by a letter from the Department which sets forth findings that the housing element adopted within the time frames required by Section 65588 of the Government Code includes that substance essential to every requirement of Article 10.6, commencing with Section 65580, of Chapter 3 of Division I of Title VII of the Government Code. A jurisdiction's current housing element compliance status can be obtained by referencing the **Department's** website at <u>www.hcd.ca.gov/</u>. **Projects** located on Trust Land, as defined in Appendix B(a)(1), (2), are exempt from this requirement.
- (18) Applications must integrate applicable climate adaptation measures as described in Section 107(o).
- (19) The applicant must demonstrate that costs for any **Project** or component thereof will not result in loss or conversion of agricultural or other working lands or natural resource lands for other uses. The **Project** site must not be designated as agricultural land according to the State Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) Tool. An exemption to the FMMP designation may be allowed for applications that submit documentation that substantiates a description of an **Infill Site.**
- (20) Applications requesting AHSC Program funding for Affordable Housing Developments and Housing-Related Infrastructure Capital Projects must also demonstrate to the satisfaction of the Department all the following:

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

demolition of existing units that are affordable to lower-income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residents.

- (i) The no net loss requirements contained in section 106(a)(20)(C) of these Guidelines apply to Sustainable Transportation Infrastructure or Transportation-Related Amenities Capital Projects occurring on a property which includes a parcel, or any portion of a parcel, on which (1) residential dwelling units affordable to lower income households currently exist, or (2) there have been dwelling units restricted to lower-income households that have been vacated or demolished within the five year period preceding the application.
- (22) Applications requesting AHSC Program funding for **Program Costs** must also demonstrate to the satisfaction of the Department all the following:
 - (A) The **Program Costs** are infeasible without AHSC Program funds, and other committed funds are not being supplanted by AHSC Program funds
- (23) All proposed AHSC Project components are subject to all applicable codes, including the California Building Standards Code (CCR, Title 24). The 2019 edition of this code, effective January 1, 2020, requires mechanical ventilation systems with high efficiency filtration of Minimum Efficiency Rating Value (MERV) 13.
- (24) Outreach and education on reducing potential health impacts of air pollution must be provided to residents of **Affordable Housing Developments**. Local health departments, air districts, and nonprofits may provide useful resources for this requirement.
- (25) Projects must meet the accessibility requirements specified in the TCAC regulations, as may be amended and renumbered from time to time. Exemption requests, as provided for in the TCAC regulations, must be approved in writing by the Department prior to the start of construction. Projects must also provide a preference for accessible units to persons with disabilities requiring the features of the accessible units in accordance with TCAC regulations. The applicant or Developer of the Project must ensure that any other applicable federal, state, and local accessibility requirements are met.

Section 107. Scoring Criteria

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

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

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

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

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

Figure 5	
AHSC Scoring Elements and Criter	ia
Criteria	Points
GHG Reductions Scoring	_
GHG Efficiency	15
GHG Total	15
Quantitative Policy Scoring	_
Active Transportation Improvements	10
Green Buildings and Renewable Energy	8
Housing and Transportation Collaboration	9
Location Efficiency and Access to Destinations	6
Funds Leveraged	4
Anti-Displacement Strategies	5
Prohousing Local Policies	2
Local Workforce Development and Hiring Practices	2
Housing Affordability	5
Programs	2
Urban Greening	2
Narrative-Based Policy Scoring	
Collaboration & Planning	4
Community Benefit & Engagement	6
Community Climate Resiliency	3
Community Air Pollution Exposure Mitigation	2

(a) Estimated GHG Emissions Reductions – 30 Points Maximum

For this section, applications will be scored based on the quantified GHG emission reductions based on: 1) the total **Project** GHG Reductions Score; <u>AND</u> 2) cost efficiency of estimated GHG reductions per AHSC dollar. Each of these scoring methods will represent a maximum of 15 points of the total combined 30 points available under this criterion.

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

(1) For each **Project**, applicants will calculate the estimated GHG reductions using the most recent AHSC Benefits Calculator Tool, available on the California Air Resources Board's CCI Quantification, Benefits, and Reporting Materials webpage (<u>www.arb.ca.gov/cci-resources</u>).

Total **Project** GHG Reductions score will represent the total GHG reduction calculated through the AHSC Benefits Calculator Tool, and

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

Total Project GHG Reductions AHSC \$ Request

Total **Project** GHG Reduction score will represent the total GHG reduction calculated through the AHSC Benefits Calculator Tool.

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

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

Bin Scoring
Bin 1 = 15 points
Bin 2 = 12 points
Bin 3 = 9 points
Bin 4 = 6 points
Bin 5 = 3 points

(4) Bin scores for (1) total Project GHG Reduction score and (2) cost efficiency of estimated GHG Reductions, will be combined to determine final GHG Reduction criteria score as follows:

Total Project GHG Reductions
Bin 1 = 15 points
Bin 2 = 12 points
Bin 3 = 9 points
Bin 4 = 6 points
Bin 5 = 3 points

Efficiency of Reductions
Bin 1 = 15 points
Bin 2 = 12 points
Bin 3 = 9 points
Bin 4 = 6 points
Bin 5 = 3 points

Note: For the purposes of calculating the points used to determine the GHG reductions score for the TOD, ICP, and RIPA targets, projects will be binned within their Project Area Type, and therefore will only compete within their project area type for the first 90 percent of appropriated funding per Section 108.

Quantitative Policy Scoring – 55 Points (b) Active Transportation Improvements – 10 Points Maximum (1) Up to 2 points for the total length (in linear miles) of AHSC funded Context Sensitive Bikeways as follows: • 2 points for over half a mile • 1 point for less than half a mile (2) 1 point for Projects that link the Affordable Housing Development or Qualifying Transit Station or Stop to an existing bicycle network or a bicycle

- (2) <u>I point</u> for Projects that link the Affordable Housing Development of Qualifying Transit Station or Stop to an existing bicycle network or a bicycle network identified official public planning documents. The existing or planned bicycle network must be directly linked by a new Context Sensitive Bikeway funded by AHSC that has an entry point within one quarter mile of either the Affordable Housing Development or Qualifying Transit Station or Stop. The existing or planned bicycle network does not have to be comprised of Context Sensitive Bikeways.
- (3) <u>Up 2 points</u> for projects that address barriers to safe access of bicycle routes. Documentation must be provided to certify that the **Project** will do at least one of the following in an attempt to increase bicycle safety and access: reduce vehicular speed or volume near bicycle users; improve sight distance and visibility; eliminate potential conflict points; improve compliance with traffic laws; or address any other barriers to cyclists that may have existed on the route. One point will be awarded for each addressed site of a barrier(s) to safe bicycle access.

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

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

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

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

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

(c) Green Buildings and Renewable Energy - 8 Points Maximum

(1) <u>3 points</u> will be awarded for **Projects** that are designed to achieve green building status beyond State mandatory building code requirements as verified by a Home Energy Rating System (HERS) rater. Applicants may select from the following green building certification programs:

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

Certifications for residential construction:

Certifications for non-residential construction:

Program	Tier
CalGreen	Tier 2
LEED	Gold

(2) <u>Up to 5 points</u> will be awarded for **Projects** that achieve energy grid use reductions, measured as total onsite energy consumption and as verified by a HERS rater, based on the following:

Level	Points
Energy Producer	2 points
Zero Net Energy	5 points

- <u>Energy Producer</u>: At least one-third (or 33 percent) of the building energy is produced by on site renewable sources.
- <u>Zero Net Energy</u>: A development that produces as much energy as it consumes over the course of a year, when accounted for at the energy generation source.

(d) Housing and Transportation Collaboration - 9 Points Maximum

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

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

- (2) <u>2 points</u> for applications which invest at least 5 percent of total AHSC funds in Transportation Related Amenities at a Transit Station or Stop within the Project Area. One point will be given to projects that invest at least 5 percent of total AHSC funds in Transportation Related Amenities, but not at a Transit Station or Stop.
- (3) <u>1 point</u> for **Projects** which have received funding from other Greenhouse Gas Reduction Fund (GGRF) programs which directly benefit or contribute to the development of the proposed **Project**.

OR

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

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

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

Points will be given on the following scale:

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

(f) Funds Leveraged - 4 Points Maximum

(1) A <u>maximum of 4 points</u> will be awarded for applications demonstrating Enforceable Funding Commitments to leverage AHSC funded Capital **Projects** and **Program** activities. Applications will be scored based on the amount of **Enforceable Funding Commitments** (as defined in Appendix A) from sources other than the **AHSC Program**, as a percentage of the requested amount of **AHSC Program** funds as follows:

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

(g) Anti-Displacement Strategies - 5 Points Maximum

(1) <u>Up to 3 points (1 point per strategy)</u> for **Projects** that either implement strategies or programs, or are located in jurisdictions with policies, strategies or programs that currently exist to prevent the displacement of local community residents from the area surrounding the **Project**. Strategies should be selected from the following lists and may only be counted for one point each unless otherwise noted.*

Voluntarily Implemented by Applicants:

- Replacement requirements or demonstration of no net loss of units on site according to affordability
- First right of return policies that include moving expenses
- Strategies in coordination with local governments or other pertinent organization to address indirect or direct displacement in neighborhoods near the proposed project (e.g., donation to community land trust, multilingual tenant legal counseling)
- Affirmative marketing strategies or plans targeting nearby neighborhoods, a Disadvantaged Community or a Low-Income Community

Implemented by Local Jurisdiction: *

- Replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies on sites identified pursuant to Government Code section 65583.2(g)(3)
- Rent stabilization programs beyond what is required by California Civil Code 1946.2
- Just cause eviction or other efforts improving tenant stability beyond what is required by California Civil Code 1946.2
- Ongoing funding programs of at least \$1,000,000 in cumulative allocations, affirmative marketing strategies and policies dedicated to the conservation and improvement of housing for lower and moderate income households (e.g., acquisition/rehabilitation, community land trusts, land banking, mobilehome park overlay zones, single room occupancy preservation ordinances, affordable housing or commercial linkage fees).

Different strategies captured within this bullet point are each eligible for points.

Density bonus ordinances that expand on state replacement requirements

* Strategies under "Implemented by Local Jurisdiction" will only be awarded points if these policies are implemented by the local jurisdiction.

- (2) <u>Up to 2 points (1 point per strategy) for **Projects** demonstrating policies, strategies or programs that either currently exist or will be implemented through this **Project** to prevent the displacement of locally-owned businesses from the area surrounding the **Project**. One point will be given for a policy, strategy, or program that either currently exists or is newly implemented through this **Project**. Two points will be given for two policies, strategies, or programs, either as one currently existing and one newly implemented through this **Project**, or both newly implemented through this **Project**. Strategies should be selected from this following list:</u>
 - Implementation of an overlay zone to protect and assist small businesses;
 - Establishment of a small business advocate office and single point of contact for every small business owner;
 - Creation and maintenance of a small business alliance;
 - Increased visibility of the jurisdiction's small business assistance programs;
 - Formal program to ensure that some fraction of a jurisdiction's purchases of goods and services come from local businesses;
 - Prioritization of Minority and Women Business Enterprises (MWBE) for public contracting.

(h) **Prohousing Local Policies - 2 Points Maximum**

- (1) <u>Up to 2 points</u> (1 point per strategy) will be awarded for **Projects** that are located in jurisdictions that meet the following criteria:
 - Implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers.
 - Adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established workforce housing opportunity zones, as defined in Gov. Code Section 65620, or housing sustainability districts, as defined in Gov. Code Section 66200.
 - Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum

regional housing needs allocation for the low income allocation in the current housing element cycle.

- Adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Gov. Code Section 65852.2 as follows:
 - Parking reductions to 0.75 or fewer spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Gov. Code Section 65852.2;
 - Processing and Impact fee waivers or reductions of 50 percent or more;
 - Ministerial approval in fewer than 45 days;
 - Reduction or modifications of development standards for side yard setbacks to five feet or less;
 - Reduction or modifications of development standards to two story heights;
 - Reduction or modifications of development standards to allow 60 percent or more lot coverage;
 - No minimum lot size requirement;
 - Provisions for affordability; or
 - Offering support programs such as a user-friendly website
- Only use objective design standards for multifamily residential development or adopt fee transparency measures, including publicly available fee calculators.

(i) Local Workforce Development & Hiring Practices - 2 Points Maximum

- (1) <u>Up to 2 points for **Projects**</u> that implement at least one workforce development strategy. Examples of workforce development strategies include:
 - Establishing a partnership with a community-based workforce development and job training entities that have a track record of success serving disadvantaged populations and/or have demonstrated a high job placement rate among trainees from disadvantaged communities;
 - Partnerships with pre-apprenticeship programs, state certified community conservation corps programs, "earn-while-you-learn" programs, YouthBuild programs, and/or registered apprenticeship programs that lead to industry recognized credentials, certifications and/or references for long term employment and that have a track record of success in serving low income residents;
 - Partnerships with local Workforce Investment Board programs serving disadvantaged populations or individuals with barriers to employment.
 - Projects that have developed project labor, community workforce, or highroad agreements with targeted local hire specifications OR that are located in jurisdictions with local hire ordinances that directly apply to the proposed project.

Applicants shall provide the name of the organization(s) they are partnering with, the demographic data on the population they serve, and a written agreement that details the partnership strategy or policy undertaken."

The purpose of these workforce partnerships and targeted hire policies shall be to advance the recruitment, training, and/or hiring of low income residents and underrepresented workers living in disadvantaged communities in a manner that connects these populations with training and hiring opportunities that are created and/or facilitated through the project.

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

(j) Housing Affordability - 5 Points Maximum

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

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

(k) Programs – 2 Points Maximum

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

(I) <u>Urban Greening – 2 Points Maximum</u>

- (1) <u>1 point</u> will be awarded to applicants that propose between \$100,000 \$199,999 in reasonable direct **Urban Greening** costs.
- (2) <u>2 points</u> will be awarded to applicants that propose \$200,000 or more in reasonable direct **Urban Greening** costs.

Narrative-Based Policy Scoring- 16 Points

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

(m) Collaboration & Planning - 4 Points Maximum

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

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

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

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

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

(n) Community Benefits & Engagement - 6 Points Maximum

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

- (1) Community Engagement and Leadership: Describe how community-based organizations and local residents have been meaningfully involved in the visioning and development of this project. Explain in which stage(s) of the process community members and CBOs have been and will be engaged. Describe efforts to involve Disadvantaged and/or Low-Income Community residents, including how meetings were advertised and made accessible.
- (2) Addressing Community Needs: Demonstrate how the proposed AHSC project meets one or more identified community needs, articulating how these needs were identified (e.g. through the community engagement process, a local needs assessment, as part of a local health department plan or other city/county plan, etc.). Address community needs beyond the provisions of housing and transportation. For projects located in a Disadvantaged Community or Low-Income Community, applicants are also encouraged to cite top burdens from their CalEnviroScreen 3.0 score as community needs that their projects will address.

Required Documentation:

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

(o) Community Climate Resiliency - 3 Points Maximum

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

- (1) **Climate Adaptation Assessment Matrix:** Fill out the Climate Adaptation Assessment Matrix with climate projections for the listed impacts and with technical descriptions of adaptive measures to be employed. If the project is considering climate projections from data sources besides those listed below, state where the data are from and if they use different assumptions (e.g., time horizon).
- (2) **Climate Adaptation:** Describe how the risks posed from changing climate conditions will be reduced by strategies listed in the Climate Adaptation

Assessment. Consider the lifetime of **Project** elements, risks posed by changing climate conditions, and consequences of those risks (e.g., impacts to occupant health and safety, structural integrity, heating and cooling systems, etc.). If your local city or county has added adaptation measures to the General Plan or other local planning documents, describe how the **Project** conforms to the implementation of that plan (Government Code section 65302(g)(4), requires cities and counties to incorporate climate considerations in the Safety Element of the General Plan or other local plan or other local plan or document by January 1, 2022). Please separate responses according to climate impacts.

Note: If available, use localized climate impact projections. For tools to help assess general climate impacts, please visit <u>Cal-Adapt.</u> For adaptation tools, resources, strategies and case studies visit the <u>state's Adaptation</u> <u>Clearinghouse</u>.

(p) Community Air Pollution Exposure Mitigation – 2 Points Maximum

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

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

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

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

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

- Bay Area Air Quality Management District, <u>"Planning Healthy Places"</u>
- California Air Resources Board, <u>"Strategies to Reduce Air Pollution</u> <u>Exposure near High Volume Roadways: Technical Advisory"</u>

- U.S. Environmental Protection Agency, <u>"Best Practices for Reducing</u> <u>Near-Road Air Pollution Exposure at Schools"</u>
- California Governor's Office of Planning and Research, <u>"General Plan</u> <u>Guidelines"</u>. Chapter 6- Healthy Communities
- U.S. Environmental Protection Agency <u>"Recommendations for</u> <u>Constructing Roadside Vegetation Barriers to Improve Near-Road Air</u> <u>Quality"</u>
- Los Angeles County Department of Public Health, <u>"Public Health</u> <u>Recommendations to Minimize the Health Effects of Air Pollution</u> <u>Associated with Development Near Freeways and High-Volume Roads"</u>

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

* For a spreadsheet showing raw data and calculated percentiles for individual indicators for individual census tracts, download the <u>CalEnviroScreen 3.0 results</u>.

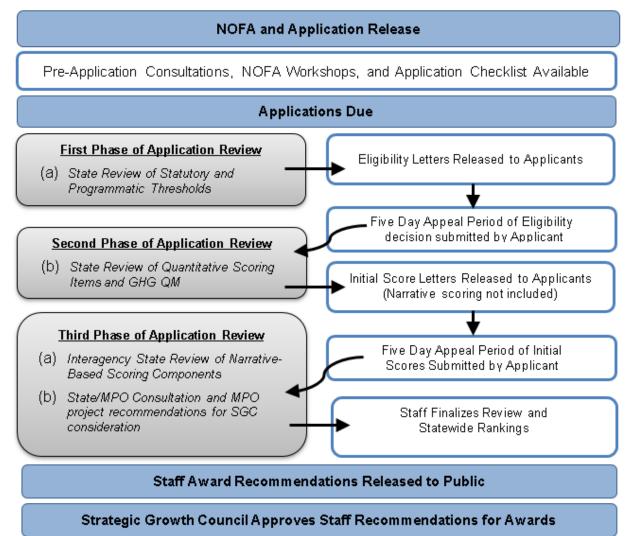
Section 108. Application Process

- (a) Pursuant to direction of the Council, the Department shall offer funds through a NOFA and applications will be reviewed based on the steps detailed below and illustrated in Figure 6.
- (b) The **Department** will offer optional pre-application consultations as detailed in the **NOFA** in order to provide assistance to applicants regarding minimum threshold eligibility and other program requirements.
- (c) Applications will be made available through the **Department**, and complete applications must be submitted to the **Department** by the deadline detailed in the **NOFA**.
- (d) The highest scoring applications that meet all threshold requirements as determined by the **Department**, based on criteria set forth in these guidelines, shall be recommended to the **Council** for funding as specified in the **NOFA**. The **Council** may make adjustments in this procedure to meet the following objectives:
 - (1) At least fifty (50) percent of **AHSC Program** expenditure for **Projects** benefitting and located in **Disadvantaged Communities**.
 - (2) At least fifty (50) percent of the annual proceeds appropriated for the AHSC Program shall be expended for affordable housing. For the purposes of this set-aside, expenditures related to Affordable Housing Development and Housing-Related Infrastructure Capital Projects shall count toward this requirement.
 - (3) **Project Area** type targets are as follows:
 - (A) Target forty five (45) percent of funds available as designated in the **NOFA** to **TOD Project Area** applications.
 - (B) Target thirty five (35) percent of funds available as designated in the **NOFA** to **ICP Project Area** applications.
 - (C) Target ten (10) percent of funds available as designated in the **NOFA** to **RIPA** applications.
 - (D) Remaining ten twenty (210) percent of available funds may be awarded to any eligible project area type.
 - (E) To the extent applications received are not sufficient to meet TOD Project Area, ICP Project Area or RIPA targets detailed in (i), (ii) and (iii) above, the Council reserves the right to waive these requirements and recommend funding a greater percentage of applications in either of the three identified Project Area types.
 - (4) **Project Area** type targets and statutory set-asides detailed in (3) above will be subject to the following process:

- (A) Applications for TOD, ICP and RIPA Project Areas will be ranked based on the result of the Estimated GHG Emissions Reductions as stated in Section 107(a) and binned separately by respective **Project Area** types.
- (B) For each application, the resulting score from this initial binning will be added to scores from the quantitative and narrative-based scoring criteria to determine an applicant's total score.
- (C) Total application scores will be ranked within each **Project Area** type (TOD, ICP and RIPA). Applications will be recommended to the Council for award based on the amount of funding targeted in each **Project Area** type, as detailed in Section 108(d)(3).
- (D) Applications not recommended for funding based on the application of Project Area type set-asides will be re-binned based on the Estimated GHG Emissions Reductions using the same methodology outlined in section 107(a) without regard to Project Area type.
- (E) Each application's resulting GHG Emissions Reductions score will be added to previously determined scores for other project criteria to determine a revised total application score. This revised total application score will be used to allocate the remaining 10 percent of funds available under the NOFA, with specific consideration given to ensure statutory setasides for Affordable Housing and Disadvantaged Communities are met.
- (5) Regardless of **Project Area** type, the Council will seek to fund one project, in the tribal funding target, per funding cycle to a **Federally Recognized Indian Tribe**, an eligible entity having co-ownership with a **Federally Recognized Indian Tribe**, or an eligible entity established by a **Federally Recognized Indian Tribe** to undertake Tribal housing projects. The **Project** must meet the requirements laid out in Appendix B in order to qualify for the Tribal funding target. Unless stated otherwise, the **Project** must meet all AHS Program requirements. The **Project** will contribute to the relevant **Project Area** type target. If multiple Federally Recognized Indian Tribes apply for **Projects**, the Council will apply the scoring criteria from these Guidelines to rank the **Projects** such that the top-ranked **Project** will compete in their respective **Project Area** types.
- (6) Though there are no statutory requirements or specific targets for regional allocation of awards, the **Council** is committed to striving for an equitable distribution of resources. Since it is in the interest of the State to fund a variety of project types and scales in a variety of locations to demonstrate the many ways GHG emissions may be reduced, adjustments may be made in the recommendation and award of funds.

- (7) A single **Developer** may be awarded no more than \$60 million per **NOFA** funding cycle, however this limitation may be waived if necessary to meet AHSC statutory funding set-asides.
- (8) As station area plans for High Speed Rail are implemented, the **Council** may prioritize investments in these areas.
- (9) The **Department** may elect to not evaluate compliance with some or all threshold requirements for applications that are not within a fundable range.
- (10) In the event of two or more applications having the same scores, the Council has the discretion to make the final selection regarding these projects to ensure alignment with the objectives set out in these **AHSC Program** Guidelines.
- (11) Applications recommended for funding and approved by the Council are subject to conditions specified by the Department. Applicants will receive an official letter of award after funding recommendations are approved by the Council.
- (12) Applications will be treated in accordance with Public Records Act. Certain information, in accordance with the Public Records Act, may be publicly disclosed.
- (e) Metropolitan Planning Agency Role in Application Review
 - (1) To support implementation of an applicable SCS and consistency with activities or strategies identified in a regional SCS, or similar planning document that demonstrate a per capita reduction in VMT and GHG, as allowed by <u>SB 862</u> (Chapter 36, Statutes of 2014), an MPO/region may develop its own process prior to the application due date to identify and recommend applications that have the highest regional priorities based on criteria established by the MPO/region.

Figure 6: AHSC Program Application Review Process



Article III. Legal and Reporting Requirements

Section 109. Legal Documents

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

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

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

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

Section 110. Reporting Requirements

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

The following items must be reported according to each job classification or trade:

- Job Training Credentials including Credentials from Apprenticeship and Workforce Development Programs
- Number of Jobs Provided
- Total Project Work Hours
- Average Hourly Wage
- Total Number of Workers who Completed Job Training
- Description of Job Quality and Benefits Provided (insurance, annual leave, overtime, etc.)

Number of jobs, project work hours, and average hourly wage for **Priority Populations** must also be indicated. A complete list of required tracking indicators will be provided to awardees and included in their Standard Agreements. The following references are available for addition guidance in determining employment and other co-benefit reporting requirements:

- Funding Guidelines
- Benefit Assessment
- Co-benefit Assessment Methodologies

All projects awarded in future rounds will be subject to **Employment Benefits** and Outcomes Reporting requirements.

(c) At any time during the term of the Standard Agreement, the **Department** may perform or cause to be performed a financial audit of any and all phases of the **Recipient's Project**. At the **Department's** request, the **Recipient** shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life.

Section 111. Performance Requirements

- (a) Recipients shall begin construction of the housing units to be developed in the Affordable Housing Development that is a Capital Project and the housing designated in the application within the time set forth in the Standard Agreement but not later than July 30, 20222023.
 - (1) Recipients may request extensions of the performance requirement in Section 111(a) by addressing a letter to SGC's Executive Director explaining the circumstances for why an extension is needed and detailing a plan for meeting the extended performance requirement deadline. At the discretion of SGC's Executive Director, an extension of up to two (2) years may be granted.
- (b) The housing units developed in the Affordable Housing Development that is a Capital Project and the housing designated in the application must be completed, as evidenced by receipt of a certificate of occupancy, within the period of time set forth in the Standard Agreement, but not later than July 30, 20252026.
 - (1) Recipients may request extensions of the performance requirement in Section 111(b) by addressing a letter to SGC's Executive Director explaining the circumstances for why an extension is needed and detailing a plan for meeting the extended performance requirement deadline. At the discretion of SGC's Executive Director, an extension of up to two (2) years may be granted.
- (c) **AHSC Program** funds must be disbursed in accordance with deadlines specified in the Standard Agreement, and in no event later than the disbursement deadlines outlined in the **NOFA**.
- (d) Recipients may only reapply for AHSC Program funds in a subsequent NOFA for the same Project if the Recipient has disbursed at least fifty (50) percent of the funds allocated from prior awards.
- (e) Negative points will be assessed against the Developer on subsequent AHSC applications if the Project does not comply with the dates set in the Standard Agreement for the performance requirements described in Section 111(a) or Section 111(b).

Section 112. Defaults and Cancellations

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

Section 113. Prevailing Wages

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

Appendix A. Definitions

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

- (4) For the purposes of this definition, the terms "persons and families of low income" and "area median income" shall have the same meanings as set forth in Health and Safety Code section 50093 and 50093(c).
- (5) The unit must be occupied by a "lower income household" as defined by Health and Safety Code section 50079.5, which includes "very low income households" as defined by Health and Safety Code section 50105 and also includes "extremely low income households" as defined by Health and Safety Code section 50106.
- (f) "AHSC Program" means the program as outlined by these Program Guidelines.
- (g) "Area Median Income" means the most recent applicable county median family income published by **TCAC**.
- (h) "Bus Rapid Transit" (BRT) means a rubber-tired form of rapid transit in an integrated system of facilities, equipment, services, and amenities that exceed the speed and reliability of regular bus service. BRT usually includes use of dedicated right-of way, including busways, exclusive lanes, and bypass/queue jumping lanes for buses at congested intersections to reduce vehicle running time and typically includes a combination of the following additional features: (1) center of road alignment, mixed-traffic prohibitive intersection treatments; (2) use of more limited-stop service including express service and skip-stopping; (3) application of Intelligent Transportation Systems (ITS) technology such as signal priority, automatic vehicle location systems, system security, and customer information; (4) platform level boarding and (5) off-board fare collection.
- (i) "Bus Service" means regularly scheduled public transit service operating with limited stops using a fixed route.
- (j) "Capital Project" means a project consisting of the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvement that is an integral part of, or is necessary for completion of a Project.
- (k) "CCR" means the California Code of Regulations.
- (I) "Context Sensitive Bikeway" means on-street infrastructure for bicycle riding that is appropriately applied based on the traffic volumes and speeds on a specific street, as recommended in the California Highway Design Manual as follows:
 - (1) For off street applications, install a Class I bicycle facility (Bicycle Path).
 - (2) For streets with speed limits of less than or equal to 25 MPH and vehicular average daily trips (ADT) of over 2,000, install Class II bicycle facility (Bike Lanes).
 - (3) For streets with speed limits of less than or equal to 25MPH and vehicular average daily trips (ADT) of under 2,000, install Class III bicycle facility (Bicycle Route) that functions as a "Bicycle Boulevard", that is, a route which includes both sharrow markings and traffic control devices aimed at lowering vehicle

speed, and which prioritize bicycle through trips for bicycles over vehicles. Some example traffic control devices include bicycle right of ways, chicanes, traffic diverters, and mini roundabouts.

- (4) For streets with a speed limit greater than 25MPH, install a Class IV bicycle facility (Protected Bike Lanes, or also known as Cycletracks).
- (m) "Council" means the California Strategic Growth Council, established pursuant to Public Resources Code Section 75121.
- (n) "Currently Developed" means that the land in question is altered by paving, construction, and/or land use that would typically have required regulatory permitting to have been initiated.
- (o) "Deferred Costs" means costs deferred at construction loan closing, including but not limited to: capitalized reserves, loan fees, syndication costs, legal, accounting, audit, consultant fees, and developer fees paid from operating cashflow.
- (p) "Department" means the Department of Housing and Community Development of the State of California.
- (q) "Developer" means the entity that the Department and the Council rely upon for experience, site control, and capacity, and which controls either (1) the Affordable Housing Development during development and through occupancy, (2) the Housing-Related Infrastructure during development and through completion, or (3) the Sustainable Transportation Infrastructure and Transit-Related Amenities during development and through operation.
- (r) "Disadvantaged Community" means a census tract with a score in the top 25 percent or one of the 22 additional census tracts that score in the highest 5 percent of Pollution Burden as identified in California Environmental Protection Agency's <u>CalEnviroScreen 3.0</u> tool.
- (s) "Employment Benefit and Outcome Reporting" means submission of data about the jobs and related benefits created by the AHSC Investment as required by the *Funding Guidelines for Agencies Administering California Climate Investments*.
- (t) "Enforceable Funding Commitment" means permanent commitments, including but not limited to the following:
 - Low-income housing tax credit equity contributions (without the necessity of a tax credit reservation letter) and tax-exempt bonds in connection with four (4) percent low-income housing tax credits, AHSC Program funds, will be considered committed in this calculation.
 - (2) Funds conditionally reserved under the following programs shall be accepted as funding commitments: the Department of Housing and Urban Development's (HUD) Supportive Housing Program (SHP), HOME Investment Partnerships Program (HOME), Community Development Block Grant Program (CDBG),

and the California Department of Mental Health's Mental Health Services Act (MHSA) Program.

- (3) A land donation in fee for no other consideration that is supported by an appraisal or purchase/sale agreement ("Land Donation") or a local fee waiver resulting in quantifiable cost savings for the Project where those fees are not otherwise required by federal or state law ("Local Fee Waiver") may be considered a funding commitment. The value of the Land Donation will be the greater of either the original purchase price or the current appraised value as supported by an independent third party appraisal prepared by a MAI-qualified appraiser within one year of the application deadline. A funding commitment in the form of a Local Fee Waiver must be supported by written documentation from the local Public Agency.
- (4) Owner equity contributions or developer funds. Such contributions or funds shall not be subsequently substituted with a different funding source or forgone if committed in the application, except that a substitution may be made for up to 50 percent of deferred developer fee. The Department may require the applicant to evidence the availability of the proposed amount of owner equity or developer funds.
- (5) Funds for transportation projects which are programmed for allocation and expenditure in the applicable capital improvement plan consistent with the terms and timeframes of the Standard Agreement.
- (u) "Energy Efficiency" means managing and restraining the growth in energy consumption.
- (v) "Federally Recognized Indian Tribe" means Indian native tribe, band, nation, pueblo, village or community that the Secretary of the Interior acknowledges to exist as an Indian tribe, pursuant to the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. 479a.
- (w) "Flexible Transit Service" means a form of transit for the public characterized by flexible routing and scheduling of small/medium vehicles operating in <u>shared-ride</u> <u>mode</u> (with at least two passengers) between pick-up and drop-off locations according to passenger needs. Flexible Transit Service includes vanpool, shuttle and feeder bus systems that reduce vehicle miles travelled.
- (x) "Floor Area Ratio" (FAR) means the square footage of the floor area of a building divided by the site square footage, excluding therefrom dedicated streets, sidewalks, parks and open space. The floor area of a building is the sum of the gross area of each floor of the building, excluding mechanical space, cellar space, floor space in open balconies, enclosed parking and elevators or stair bulkheads. Multiplying the FAR by the area of the site produces the minimum amount of floor area required in a building on the lot. For example, on a 10,000 square-foot site in a district with a minimum FAR of 1.5, the floor area of a building must be at least 15,000 square feet.

- (y) "Greenhouse Gas Reduction" (GHG Reduction) means actions designed to reduce emissions of one or all of the following gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.
- (z) "Green Streets" means a sustainable stormwater strategy that meets regulatory compliance and resource protection goals by using a natural systems approach to manage stormwater, reduce flows, improve water quality and enhance watershed health.
- (aa) "High Quality Transit" means a Qualifying Transit line with high frequencies AND permanent infrastructure as follows:
 - (1) Frequency: High Quality Transit must have Peak Period headway frequency of every 15 minutes or less and service seven days a week.
 - (2) Permanent Infrastructure: High Quality Transit must operate on a railway or be transit service with Bus Rapid Transit features that either fully or partially operate on a dedicated bus-only lane, or uses High Occupancy Vehicle (HOV) or High Occupancy Toll (HOT) lanes.
- (bb) "Housing Development" means a residential development or the residential portion of a mixed-use development.
- (cc) "Housing-Related Infrastructure" means a capital infrastructure improvement required as a condition of approval of an affordable housing development by a Locality, transit agency or special district such as sewer, water or utility system upgrades, streets, drainage basins, etc.
- (dd) "Infill Site" means a site for which at least three of four sides or 75 percent of the perimeter of the site adjoins parcels that are **Currently Developed** qualified **Urban Uses**. In counting this, perimeters bordering navigable bodies of water and improved parks shall not be included. In order to qualify as an infill site, the site must also be located in an urbanized area meaning that it fulfills one of the following requirements:
 - (1) located within an incorporated city according to an official City or County map, OR
 - (2) located within an urbanized area or urban cluster as defined by the <u>U.S.</u> <u>Census Bureau</u>, OR
 - (3) for unincorporated areas outside an urbanized area or urban cluster, the area shall be within a designated urban service area that is designated in the local general plan for urban development and is served by public sewer and water.
- (ee) "Integrated Connectivity Project (ICP) Project Area" means a Project Area which includes at least one (1) Transit Station/Stop with a combination of two or more eligible costs as defined in Section 103.

- (ff) "Intelligent Transportation Systems" means electronics, communications, or information technology, used singly or in combination, to improve the efficiency, accessibility or safety of the surface transportation system.
- (gg) "Key Destinations" means vital community amenities and resources including medical centers, schools, grocery stores, child care centers, pharmacies, public parks, or public libraries. Key Destinations must be operational at the time of application. This definition differs from "Activity Centers" as used in the AHSC Benefits Calculator Tool.
- (hh) "Locality" means a California city, unincorporated area within a county or a city and county.
- (ii) "Lower Income" has the meaning set forth in Health and Safety Code Section 50079.5.
- (jj) "Low-Income Community" means a census tract with either 1) median household incomes at or below 80 percent of the statewide median income, or 2) median household income at or below the threshold designated as low-income by Department of Housing and Community Development's State Income Limits pursuant to the Health and Safety Code Section 50093.
- (kk) "Low-Income Households" mean individual households with either 1) household incomes at or below 80 percent of the statewide median income, or 2) household incomes at or below the threshold designated as low-income by Department of Housing and Community Development's State Income Limits adopted pursuant to Health and Safety Code Section 50093.
- (II) "Mixed Use Development" means a building, combination of buildings, or building complex, designed to functionally and physically integrate non-residential uses such as retail, commercial, institutional, recreational, or community uses with residential uses, in a complementary manner.
- (mm)"Moderate Income" has the meaning set forth in Health and Safety Code Section 50093.
- (nn) "MHP" shall mean the Multifamily Housing Program authorized and governed by Sections 50675 through 50675.14 of the Health and Safety Code, and the MHP Guidelines dated June 19, 2019.
- (oo) "Natural Infrastructure" means the preservation and/or restoration of ecological systems, or utilization of engineered systems that use ecological processes, to increase resiliency to climate change and/or manage other environmental problems. Some examples relative to AHSC could include street trees and greenspace for water catchment, infiltration and surface cooling; water treatment facilities that utilize ecologically functioning wetlands; flood mitigation systems that utilize the natural floodplain and stable shorelines used in tandem with constructed flood barriers.

- (pp) "Net Density" means the total number of dwelling units per acre of land to be developed for residential or mixed use, excluding allowed deductible areas. Allowed deductible areas are public dedications of land which are for public streets, public sidewalks, public open space, public drainage facilities. Non-allowed deductible areas include utility easements, setbacks, private drives and walkways, general landscaping, common areas and facilities, off street parking, and traditional drainage facilities exclusive to a development project. Mitigations required for development will not be included in the allowed deductible areas.
- (qq) "NOFA" means a Notice of Funding Availability issued by the Department.
- (rr) "Peak Hours" or "Peak Period" means the period with the highest ridership during the entire transit service day as determined by the transit operator. Must include at least one hour during the morning commute hours and one during evening commute hours, Monday through Friday. Each Peak Period cannot be longer than three hours.
- (ss) "Performance measures" means indicators of transit regarding data indicators such as accessibility, mobility choices and ridership.
- (tt) "Priority Population" means residents of: (1) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (2) census tracts identified as low-income per AB 1550; or (3) a low-income household per AB 1550. See the <u>Priority Population maps</u> for more information.
- (uu) "Program Cost" means the cost(s) associated with 1) program creation, or 2) expansion of existing programs to serve new populations or offer new program service and implementation.
- (vv) "Program Operator" means the entity that administers the day-to-day operational responsibilities for the program for which the AHSC Program funding is sought.
- (ww) "Project" means the proposed use of funds representing a combination of Capital Projects or Program Costs which are proposed by the applicant to be funded the AHSC Program.
- (xx) "Project Area" means the area encompassing the Transit Station/Stop, housing and Key Destinations.
- (yy) "Public Agency" means a Locality, transit agency, public housing authority or redevelopment successor agency.
- (zz) "Qualifying Transit" means a transit line serving the public that is operated by the following: (1) Directly operated by a public entity; (2) Operated by a public entity via a contract for purchased transportation service with a private or non-profit provider; or (3) Operated by a private or non-profit entity as a grant Recipient or sub-recipient from a public entity. Qualifying Transit for the purpose of the Program includes various forms of fixed transit service (Rail Service and Bus Service) and Flexible Transit Service. A Qualifying Transit line requires service that departs two (2) or

more times during Peak Hours as defined by the transit operator. Flexible Transit service is exempt from these Peak Hours frequency requirements.

- (aaa)"Rail Service" means regularly scheduled public transit service running on rails or railways.
- (bbb)"Recipient" means the eligible applicant receiving a commitment of Program funds.
- (ccc) "Restricted Units" mean residential units restricted by an enforceable covenant or agreement with the Department or other public agency to occupancy by low- or very low-income households, with affordable rents pursuant to MHP Guidelines Section 7312 or affordable housing costs pursuant to the CalHOME Program. Restricted Units must be substantially equivalent in size and number of bedrooms to the balance of units in the Housing Development. Restricted Units may consist of units designated for any housing tenure, rental or owner-occupied, within the Housing Development.
- (ddd)"Rural Area" means the definition in Health and Safety Code Section 50199.21.
- (eee)"Rural Innovation Project Area (RIPA)" means a Project Area located within a Rural Area which includes at least one (1) Transit Station/Stop with a combination of two or more eligible costs as defined in Section 103.
- (fff) "Safe and Accessible Walkway" means a pedestrian corridor that has the following:
 - (1) Continuously-paved, ADA-compliant sidewalks.
 - (2) Marked pedestrian crossings at all arterial intersections.
 - (3) Attributes which contribute to comfort and safety including, but not limited to, adequate lighting or shade canopy.
- (ggg)"Secure Overnight Bicycle Parking" means bicycle parking that is not accessible to the general public, is completely enclosed and protects the bicycle from inclement weather, and allows for the bicycle frame to be secured to the bicycle rack at two points. Examples of Secure Overnight Bicycle Parking include bicycle rooms, bicycle lockers, and bicycle cages.
- (hhh)Site Control" means the applicant or Developer has control of property through one or more of the following:
 - (1) Fee title;
 - (2) A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements;
 - (3) An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;

- (4) An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency;
- (5) An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
- (6) An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties;
- (7) A land sales contract or enforceable agreement for acquisition of the property; or
- (8) Other forms of site control that give the Department assurance (equivalent to 1-7 above) that the applicant or Developer will be able to complete the Project and all housing designated in the application in a timely manner and in accordance with all the requirements of the Program.
- (iii) "Smoke Free Housing" means an Affordable Housing Development that implements a policy banning the ignition and burning of tobacco products (including, but not limited to, cigarettes, cigars, pipes, and water pipes or hookahs) in all living units, indoor common areas, and all other interior spaces. The smoke-free policy must also extend to all outdoor areas within 25 feet of occupied buildings on the AHD property.
- (jjj) "Substantial Rehabilitation" means a Housing Development with reasonable direct rehabilitation construction contract costs of at least \$35,000 per residential unit. Rehabilitation shall include energy efficiency upgrades per residential units. Rehabilitation projects must fully and efficiently address all of the physical needs of the Project for the term of the project loan and therefore merely meeting the minimum threshold cost amount of \$35,000 per residential unit may not, in and of itself, be sufficient to be considered Substantial Rehabilitation for purposes of the project loan.
- (kkk) "Sustainable Transportation Infrastructure" means capital project(s) that result in the improvement or addition of infrastructure that encourages mode-shift from single occupancy vehicles by enhancing: 1) public transit service, 2) pedestrian networks, or 3) bicycle networks (includes public bike-share programs) as well as operations expenditures that directly support transit expansion within the defined Project Area meeting the transit requirements detailed in Section 102 (c) or (d).
- (III) "TCAC" means the California Tax Credit Allocation Committee.
- (mmm) "Transit Corridor" means a transportation corridor which meets one of the following criteria: 1) A corridor served by Qualifying Transit; or 2) A corridor served by High Quality Transit that has been the subject of analysis, planning and environmental mitigation, and has been designated for investment within the regional transportation plan of a MPO, RTPA, or within a long range transportation plan of a transit agency.

- (nnn) "Transit Signal Priority (TSP)" means an operational strategy that facilitates the movement of transit vehicles through traffic-signal controlled intersections.
 Objectives of TSP include meeting on time schedule performance and improved transit travel time efficiency while minimizing impacts to normal traffic operations.
 TSP is made up of four components: (1) a detection system that lets the TSP system where the vehicle requesting signal priority is located. The detection system communicates with a (2) priority request generator that alerts the traffic control system that the vehicle would like to receive priority. (3) Priority control strategies; and 4) System management software collecting data and generating reports.
- (ooo)"Transit Station/Stop" means a designated location at which the various Qualifying Transit service(s) drop-off and pick-up riders.
- (ppp)"Transportation Demand Management" (TDM) means strategies that increase transportation system efficiency by encouraging shifting from single-occupant vehicle (SOV) trips to non-SOV transportation modes, or shifting SOV trips off peak travel periods. Effective TDM strategies result in reduction of vehicle miles traveled (VMT) by increasing travel options, providing incentives and information to incentivize individuals and employers to modify their travel behavior to support these objectives, and/or by reducing the need to travel or reducing travel distance via location efficient development patterns. TDM strategies encourage travel by transit, bike, walking or in shared vehicles.
- (qqq) "Transportation-Related Amenities" means capital improvements that are publicly accessible and provide supportive amenities to pedestrians, cyclists and transit riders (i.e. bike parking, bus shelter, benches, street trees, etc.) within the defined Project Area meeting the transit requirements detailed in Section 102 (c) or (d).
- (rrr) "Urban Forestry" means the cultivation and management of native or introduced trees and related vegetation in urban areas for their present and potential contribution to the economic, physiological, sociological, and ecological well-being of urban society.
- (sss) "Urban forest" means those native or introduced trees and related vegetation in the urban and near-urban areas, including, but not limited to urban watersheds, soils and related habitats, street trees, park trees, residential trees, natural riparian habitats, and trees on other private and public properties.
- (ttt) "Urban Greening" means the incorporation of greenscaped pedestrian and bicycle trail systems, urban street canopy, green alleys, drought tolerant and native species landscaping and landscape restoration, green roofing, community gardens, natural infrastructure and stormwater features into public open spaces. If not abundantly clear, public accessibility must be demonstrated to the satisfaction of Department staff, such as through a recorded instrument, and run for at least 55 years. Public open space must offer reasonable hours of use for the public, such as dawn to dusk. Community gardens do not have to be publicly accessible as long as they are available to residents of the **Affordable Housing Development**.

- (uuu)"Urban Uses" means any residential, commercial, industrial, transit, transportation passenger facility, or retail use, or any combination of those uses. Urban uses do not include lands used for agricultural uses or parcels in excess of 15,000 square feet in size and containing only one single-family residence.
- (vvv) "Very-Low Income" has the meaning set forth in Health and Safety Code Section 50105.
- (www) "Water Efficiency" means controlling water at the source through design—both rainfall and storm water runoff through a decentralized system that distributes storm water across a project site in order to replenish groundwater supplies.
- (xxx) "Zero Emission Vehicle (ZEV)" means battery electric vehicles, plug-in hybrid electric vehicles, and hydrogen fuel cell vehicles.

Appendix B. Federally Recognized Indian Tribe Eligibility

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

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

AND;

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

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

Appendix C. Awardee Publicity Guidelines

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

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

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

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

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



NOFA Round 5 FY 2019-20 Affordable Housing and Sustainable

Communities Program (AHSC)





CALIFORNIA STRATEGIC GROWTH COUNCIL



State of California Governor Gavin Newsom

Alexis Podesta, Secretary Business, Consumer Services and Housing Agency

Doug McCauley, Acting Director Department of Housing and Community Development (HCD)

2020 West El Camino Avenue, Suite 650, Sacramento, CA 95833 email: <u>ahsc@hcd.ca.gov</u> <u>http://hcd.ca.gov/grants-funding/active-funding/ahsc.shtml</u>

November 1, 2019 NOFA

Rev: 12/23/19

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		yellow banner at the										nacro	s are
e		bling macros is nece	-										
Drojost		Affordable Housing	J & Sust	tainable Con	nmunities F		_			FAAST PIN:	4	5585	
Project Name:	alboa Park	Upper Yard				Area Type		ented Development	(100) -	Housing Type:	R	ental	
For TOD Area	Types - Mus	st include within the	Afforda	ble Housing Develop	ment (AHD) - §103(a)(1)		Was Project awarde	ed funds ir	n prior AHSC	rounds?	1	No
Project Area: a			Housin	ng Related Infrastructu	ıre (HRI) - §103(a)(2	?)		If yes, which r	ound of A	HSC was it a	warded?	,	
Development a		· · · · · · · · · · · · · · · · · · ·	🔽 Sustair	nable Transportation I	nfrastructure (STI) -	§103(a)(3)		Is Project a phase c	of a previou	usly awarded	project?	1	No
	•	one other type of Program - §102(c)(3)	🔽 Transp	ortation-Related Ame	nities (TRA) - §103(a)(4)		Select Metropolitan	Planning (Jra. or "non-	MPO are	a" be	elow
(check all boxe		• • • • • • •	Progra	m Costs (PGM) - §103	3(b)			•	0	tion Commiss			
				TO	D Project A	rea Type §1	102(c)	menoponian	- Turioporta		<u></u>	.,	
(1) Includes at I	east one Tra	ansit Station/Stop ser	ved by H			<u> </u>	. ,						Yes
		d no farther than one-h				Stop served b	by High Qua	lity Transit?					Yes
()		ts or Program Costs		()(,								Yes
Total Dev. Co	osts & AHS	C Funding - limits: §)(D), §103(a)(2 Funds Reque			(a)(4)(C), §1 AHSC /	D3(b)(2), and §104(a Non-AHSC Fund		l egisla	tive Dat	а	
Capital Project	/Program:	Costs (TDC)	ANSC		A max \$10M)		Total AHS		-	Legisla	uve but	u	
Housing (AHD)		\$117,427,344			000,000		66.77%	\$97,427,344		State Assen	nbly	19tł	h
Housing (HRI)	A (10)	\$0		***	\$0		0.00%			Dist	rict:	130	'
Housing (AHD Transportation		\$117,427,344 \$54,315,777		. ,	000,000		66.77% 26.71%	\$97,427,344 \$44,471,332		Senate Dist	rict:	11tł	n
Transportation	. ,	\$2,500,000		. ,	500,000		5.01%	\$0		Congressi	onal	14tł	h
Programs (PGN	1)	\$452,200			52,200		1.51%	\$0		Dist	rict:	140	1
Totals: Employment B	onofite & O	\$174,695,321 utcomes Reporting §	103(2)	\$29,	952,200	I	100.00%	\$141,898,676					1
		i), and (4)(A)(iii)	105(a)	AHD	HRI	STI	TRA	Total Budgeted	2% Cos	st Cap	Overage	e	ĺ
Total amount of	f eligible Em	ployment Benefits and											
		not to exceed 2% of th included within the sof		\$0	\$0	\$0	\$0	\$0	\$599,	044	\$0		ок
cap or Active D			CUSIS										
Project Descri		Formed throu						ll be a 131-unit AHD					
major Project	•							n in San Francisco.					I
not exceed 700 # of descrir	characters)							destrian entry to the s an Transportation Ag					
# of descrip						Population				, in it poulooit	<u>an, 2.0</u>	<u>, .</u>	
Project 10 digit	census tract	t: 6075026100 I		taged Commu	nity: N/A	Low-Ir	ncome Comr	nunity: Yes	Low	-Income Hou	seholds	: Y	/es
FAAST File:		AB1550	Applicat	ole CARB Prio						File Up	bloaded?	Y Y	/es
Description of	The	project area is defined	as a 1 n			efinition §1		s a half mile radius a	round the	three SEMT			
Description of geographical		sportation improvment									1011		
boundaries (def													
by vicinity map, service area, et	c.).												
	0.).		NOTE: I	tems marked v	with (PAM) in	this application	on must be i	dentified on the Proj	ect Area N	lap			
			(PAM). 1	This includes (Quantitative F	Policy Scoring	worksheet A	Active Transportation	1 I				
FAAST File:	Pr	oject Area Map						nd Access to Destina & Planning §107(m)(2			bloaded?	Ŷ	/es
			• • •	· /	,			pping Guidance for i	,				
Required Proje	ect Area Co	mponents §102(a):											
		ncluded within a disting		-	-		. ,					Yes	
· · /		ansit Station/Stop cons nsistent with one of the			nents set forth	n in the TOD,	ICP and RIF	A; and				Yes	\$
For Project		fixed transit routes, the		•	nav not exce	ed a one (1) m	nile buffer ar	ound the identified T	ransit Stat	ion/Stop mer	aed		
(A) with a 1/2 r		round all STI improven		,	,					····	J	Yes	5
		Flexible Transit Servic										N/A	۱
	: Areas whicl ridor Implen	h include a Transit Cor	ridor, bic	ycle network o	or both, Projec	ct Area must t	be identified	in a plan (i.e. Genera	al, Bicycle	Master or		N/A	4
		licable): §102(a)(3)(C)	N/A										
§106(a)(15)	Applicar	nt acknowledges that C	Qualifying	Transit must l	be completed	and offering	service to th	e Transit Station/Sto	•				Yes
3100(u)(10)			Transit	Comico Mon o	una entire en tile e	Overlift vice of Ta	anait Owant	itativa Daliav Caarina		the Standar	d Agreer	nent.	100
FAAST File:	Tra	nsit Service Map		•				itative Policy Scoring identifed on the Tra			bloaded?	Y	/es
		P						for instructions.					
FAAST File:	Transi	t Service Schedule						nsit service area. All		Files Up	oloaded?	Y	/es
			service					hedule" as one docu	ment.	'			
(1) We certify th	ne Proiect wi	Il achieve a reduction	n GHG e			d Requirement nicle miles trav		,	RB Quantif	ication Metho	odology		Yes
• • •		osal supports impleme			-		. ,						. 00
	0 0	nization (MPO) regions		consistent with	activities or	strategies ider	ntified in the	regional SCS, or sin	nilar planni	ing documen	t that		Yes
uemonstrate a	per capita re	duction in VMT and G		d document fr		tified in cell V	19 above cor	firming consistency	with SCS	or			
FAAST File:	MF	O Support Doc						anning Organization			bloaded?	Y	/es
			Section										

			rview			
FAAST File:	SCS or Equiv Regional Plan		ements of the SCS or equivalent region	al plan detailing	File Uploaded?	Yes
		regional government involvement.			· opieddou i	
			rsuant to §65041.1 of the Government C fined in Guidelines Appendix A, with dec		o for at loost two your	Yes
and include adeq	uate lighting in accordance with	local, state or federal design standar	ds and requirements for all publicly accepted with decepted and requirements for all publicly accepted with a second seco			Yes
	Stormwater features into pub	lic open spaces	Drought tolerant and native spec	ies landscaping and	I landscape restoratio	n
		lighting in accordance with local, sta ortation routes and transit stations or	te, and federal design standards and re stops.	quirements for all pu	ublicly accessible	Yes
(7) Must demons	rate a level of committed funding	g at time of application that is >= 0.90			ject has insufficient	Ok
	applicable project/program wo		5 () ()	fundin	g Commitments	
	, , , ,	Assistance Law (CA Gov Code §726	cation and its compliance with AHSC Pro 60-7277)? AHD No HF			Yes No
· / /	narrative discussion on the num					NU
· · ·	olds and provided relocation ass	1 3 88				
	tions have or will be taken to cor	nply with				
	Assistance Law? If No , provide upporting relocation is not require	ed				
FAAST File:	Reloc Plan		on Plan or documentation supporting no	relocation.	File Uploaded?	Yes
(17) Will the Hou	sing Element for the jurisdiction i	n which Project is located be in subs	tantial compliance by the date of award	recommendation. H	ousing Element in	
			ubstantial compliance as demonstrated			Yes
			e §65588 includes that substance esser rust Land, as defined in Appendix B(a)(1			
FAAST File:	Hsng Element Letter	-	nent compliance status is obtainable thr	, , , ,	File Uploaded?	Yes
	ptation measures are integrated i	nto Project through the "Community	Climate Resiliency" scoring in §107(o) -	Narrative-Based Po		Yes
			ng Standards Code (CCR, Title 24), whi	ch effective January	/ 1, 2020, requires	Yes
		y filtration of Minimum Efficiency Rat				
			as may be amended and renumbered f start of construction. Projects must also			
			with TCAC regulations. The applicant of			Yes
that any other ap	olicable federal, state, and local a	accessibility requirements are met.				
			ormation §105	1		
FAAST File:	Indian Tribe		nized Indian Tribe Applicants, upload	Copy Attached?	N/A File Uploaded	I? N/A
Will a Public Age	ncy have a real property interest	documentation to support requirements	(if yes, your application must include or	e of the following b	elow) 💽 Yes	O No
	n will include the Public Agency as a joint ap		commitment to enter into a contractual agreement to		, –	U No
	in win include the rubic Agency as a joint ap	If applicable, an applicant may provi			swarded.	_
FAAST File:	STI TRA Agrmnt		gency non-applicant for the completion c	f Copy Attached?	Yes File Uploaded	i? Yes
		STI or TRA components for which	funding is sought.			
Applicant #1 Entity Name The	Polated Companies of Californ	in LLC Eligible Applicant Develop	Organiz	ration Type Limited I	inhility Company	
	e Related Companies of Californ tgomery Street, Suite 1300	ia, LLC Eligible Applicant Develop	City San Francisco	ation Type Limited L	Zip 94104	
	n Silverberg	Title CEO Northern California	Authorized Rep. Email asilverberg@rel		Phone (415) 677-9	9000
	n Silverberg	Title CEO Northern Californi			Phone (415) 677-9000	
Address 44 Mon	tgomery Street, Suite 1300		City San Francisco	State CA	Zip 94104	
FAAST File: FAAST File:	App1 Cert & Legal App1 Reso	Certs & Legal Disclosure (See Certi Resolutions (see Resolution section		Copy Attached? Copy Attached?		
	App1 OrgDoc1, App1	, , , , , , , , , , , , , , , , , , ,	,	Copy Allached !		
FAAST File:	OrgDoc2, etc.	Organizational Documents (see Org	anizational Documents section below)		Files Uploaded?	Yes
FAAST File:	App1 OrgChart	Organizational Chart (see Organizational Cha				Yes
FAAST File:	App1 Signature Block	Signature Block (Upload in Microsof	,		File Uploaded?	Yes
FAAST File:	App1 Payee Data or TIN	section below)	xpayer Identification Number (TIN) (see	Copy Attached?	Yes File Uploaded	I? Yes
Applicant #2		, , , , , , , , , , , , , , , , , , , ,				
	sion Housing Development Corp	ooration Eligible Applicant	,	ation Type Non-prof		
	encia Street #280 m Moss	Title 45	City San Francisco Authorized Rep. Email smoss@missior	State CA	Zip <mark>94103</mark> Phone (415) 350-2	2024
	chael Chao		ment Contact Email mchao@missionhou		Phone (415) 635-3906	.024
	encia Street #280		City San Francisco	State CA	Zip 94103	
FAAST File:	App2 Cert & Legal	Certs & Legal Disclosure (See Certi	,	Copy Attached?		
FAAST File:	App2 Reso	Resolutions (see Resolution section	n below)	Copy Attached?	Yes File Uploaded	? Yes
FAAST File:	App2 OrgDoc1, App2 OrgDoc2, etc.	с , , , , , , , , , , , , , , , , , , ,	anizational Documents section below)			Yes
FAAST File:	App2 OrgChart	Organizational Chart (see Organizational Cha			Files Uploaded?	Yes
FAAST File:	App2 Signature Block	Signature Block (Upload in Microsof Pavee Data Record STD-204 or Tax	n word Document) xpayer Identification Number (TIN) (see		File Uploaded?	Yes
FAAST File:	App2 Payee Data or TIN	section below)		Copy Attached?	Yes File Uploaded	? Yes
Applicant #3 (if a Entity Name Cit	y and County of San Francisco	Eligible Applicant	Locality Organiz	ation Type Public A	aency	
Address 1 S Var			City San Francisco	State CA	Zip 94103	
Auth Rep Da	n Adams	Title Director	Authorized Rep. Email dan.adams@sfg	ov.org	Phone (415) 701-5	500
	ra Amaral	Title Senior Project Manage		v	Phone (415) 701-5523	
Address 1 S Var FAAST File:	App3 Cert & Legal	Certs & Legal Disclosure (See Certi	City San Francisco	State CA Copy Attached?	Zip 94103 Yes File Uploaded	2 Voc
	Appo vert a Legar	Sonto di Logar Disclosure (See Certi	incationio a Logar Disclosure below)	oopy Audoneu?		. 165

		Overview		
FAAST File:	App3 Reso	Resolutions (see Resolution section below)	Copy Attached?	Yes File Uploaded? Yes
FAAST File:	App3 OrgDoc1, App3 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	, , , , , , , , , , , , , , , , , , ,	Files Uploaded? No
FAAST File:	App3 OrgChart	Organizational Chart (see Organizational Documents section below)		Files Uploaded? No
FAAST File:	App3 Signature Block	Signature Block (Upload in Microsoft Word Document)		File Uploaded? Yes
FAAST File:	App3 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?	Yes File Uploaded? Yes
Applicant #4	(if applicable)			
Entity Name		Eligible Applicant Organiza	ation Type	
Address		City	State	Zip
Auth Rep Contact		Title Authorized Rep. Email Title Contact Email	Contact F	Phone
Address		Contact Email	State	Zip
FAAST File:	App4 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	File Uploaded?
FAAST File:	App4 Reso	Resolutions (see Resolution section below)	Copy Attached?	File Uploaded?
FAAST File:	App4 OrgDoc1, App4	Organizational Documents (see Organizational Documents section below)		Files Uploaded?
FAAST File:	OrgDoc2, etc. App4 OrgChart	Organizational Chart (see Organizational Documents section below)		Files Uploaded?
FAAST File:	App4 Signature Block	Signature Block (Upload in Microsoft Word Document)		File Uploaded?
FAAST File:	App4 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see	Copy Attached?	
		section below)	Copy Anached?	
Applicant #5 Entity Name	(if applicable)	Eligible Applicant Organiza	ation Type	
Address		City	State	Zip
Auth Rep		Title Authorized Rep. Email		Phone
Contact		Title Contact Email	Contact F	
Address	App5 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	State Copy Attached?	Zip File Uploaded?
FAAST File: FAAST File:	App5 Cert & Legal App5 Reso	Certs & Legal Disclosure (See Certifications & Legal Disclosure below) Resolutions (see Resolution section below)	Copy Attached?	· · ·
FAAST File:	App5 OrgDoc1, App5	Organizational Documents (see Organizational Documents section below)	, , , , , , , , , , , , , , , , , , ,	Files Uploaded?
	OrgDoc2, etc.			·
FAAST File: FAAST File:	App5 OrgChart	Organizational Chart (see Organizational Documents section below) Signature Block (Upload in Microsoft Word Document)		Files Uploaded? File Uploaded?
	App5 Signature Block	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see	1	
FAAST File:	App5 Payee Data or TIN	section below)	Copy Attached?	File Uploaded?
		Certifications & Legal Disclosure or each Joint Applicant. Each Joint Applicant must sign an individual Certifica		
copy Certificat	tions & Legal Disclosure should be	tt. In addition, a wet signature original of each signed Certification & Legal Dis submitted with the application as detailed in the NOFA. <u>Isure can be downloaded by clicking here.</u> Resolution	sclosure must be s	ubmitted to HCD. The hard
		oth private and public entities. A sample resolution template is available on A		
The resolution	n template is intended to be a sampl	e. Applicants may use their own format as long as it contains ALL of the auth	orizations containe	ed in the template.
Org Docs are	required for all Applicants except w	Organizational Documents here a joint applicant is a governmental entity. Governmental entities are not	required to submit	organizational documents
		Resolution submitted with the application.		- Jan Zatonar acoumonto
		must depict the Organizational Structure of the entities in relation to the applic	ant.	
		Signature Block		
All Applicants		Microsoft Word Document that will be used in Department legal documents s ayee Data Record STD-204 or Taxpayer Identification Number (TIN)		Agreement.
	or party that receives HCD funding	must submit a Payee Data Record or Taxpayer Identification Number (TIN) fo	rm. The TIN must	
governmental		STD-204 Payee Data Record. A wet signature original must be submitted to Development Team Contacts	יוסט. <u>roms avalla</u>	
Owner/Borro	wer Entity			
Legal Name	Balboa Park Housing Parnters, L.P		ation Type Limited	
	Ann Silverherr	City San Francisco	State CA	Zip 94104
	Ann Silverberg Ann Silverberg	Title CEO Northern California Authorized Rep. Email asilverberg@rela Title CEO Northern California Contact Email asilverberg@related.c		Phone (415) 677-9000 hone (415) 677-9000
	Ann Silverberg Iontgomery Street, Suite 1300	City San Francisco	State CA	Zip 94104
File Name:	Owner Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	
File Name:	Owner Reso	Resolutions (see Resolution section above)	Copy Attached?	
File Name: File Name:	Owner OrgDoc	Organizational Documents (see Organizational Documents section above)		Files Uploaded? Yes Files Uploaded? Yes
File Name: File Name:	Owner OrgChart Owner Signature Block	Organizational Chart (see Organizational Documents section above) Signature Block (Upload in Microsoft Word Document)		Files Uploaded? Yes File Uploaded? Yes
File Name:	Owner Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN)	Copy Attached?	
	-	(see section above)	.,	
•••	neral Partner Colosimo Apartments, Inc.	Organiza	ation Type Non-pro	fit Corporation
Ų	Valencia Street #280	City San Francisco	State CA	Zip 94103
Auth Rep	Sam Moss	Title Executive Director Authorized Rep. Email smoss@mis		Phone (415) 350-2024
	Michael Chao	Title Director of Housing Development Contact Email mchao@missionh	0 0	hone (415) 635-3906
Address 474 File Name:	Valencia Street #280 MGP Cert & Legal	City San Francisco	State CA Copy Attached?	Zip 94103 Yes File Uploaded? Yes
File Name:	MGP Reso	Resolutions (see Resolution section above)	Copy Attached?	
File Name:	MGP OrgDoc	Organizational Documents (see Organizational Documents section above)		Files Uploaded? Yes

			0	verview				
File Name:	MGP OrgChart	Organizational		zational Documents section above	e)		Files Uploaded?	Yes
File Name:	MGP Signature Block	Signature Bloc	k (Upload in Micro	soft Word Document)	,			Yes
File Name:	MGP Payee Data or TIN	Payee Data Re (see section al		Taxpayer Identification Number (T	IN) Copy	Attached?	Yes File Uploaded?	? Yes
	e General Partner #1					Vetter	formed	
5	Related/Balboa Development Co., L Iontgomery Street, Suite 1300	LC		City San Francisco	Organization Type	e Yet to be	Zip 94104	
Auth Rep	Ann Silverberg	Title	CEO Northern Cal				Phone (415) 677-90	000
Contact	Ann Silverberg		EO Northern Califo	rnia Contact Email asilver	perg@related.com	Ph	ione (415) 677-9000	
	Iontgomery Street, Suite 1300			City San Francisco	State		Zip 94104	
File Name:	AGP Cert & Legal AGP Reso		Disclosure (See Ce ee Resolution sect	ertifications & Legal Disclosure be		Attached?		
File Name: File Name:	AGP Reso			Organizational Documents section		Attached?	Yes File Uploaded? Files Uploaded?	? Yes Yes
File Name:	AGP OrgChart			zational Documents section above				Yes
File Name:	AGP Signature Block	v	<u>, , ,</u>	soft Word Document)			File Uploaded?	Yes
File Name:	AGP Payee Data or TIN	Payee Data Re (see section al		Taxpayer Identification Number (T	IN) Copy	Attached?	Yes File Uploaded?	? Yes
	e General Partner #2							
Legal Name Address				City	Organization Type State		Zip	
Auth Rep		Title		Authorized Rep. Email	Giald		Phone	
Contact		Title		Contact Email			ione	
Address				City	State		Zip	
File Name:	AGP2 Cert & Legal			ertifications & Legal Disclosure be	, , , ,	Attached?	File Uploaded?	
File Name: File Name:	AGP2 Reso AGP2 OrgDoc		ee Resolution sect	ion above) Drganizational Documents section		Attached?	File Uploaded?	(
File Name:	AGP2 OrgDoc AGP2 OrgChart	U	· · · · · ·	zational Documents section above	/		Files Uploaded?	
File Name:	AGP2 Signature Block	Signature Bloc	k (Upload in Micro	soft Word Document)	,		File Uploaded?	
File Name:	AGP2 Payee Data or TIN	Payee Data Re (see section al		Taxpayer Identification Number (T	IN) Copy	Attached?	File Uploaded?	?
	agement Agent							
~	Caritas Management Corporation) 647-7191 Address 1358 Va	lencia Straat	Contact	Davish Patel City San Fra		il <mark>davish.pa</mark> State C	tel@caritasmanageme	nt.com
Financial Cor	,			City San Fra	101300		A Zip <mark>94110</mark>	
Legal Name			Contact		Contact Ema	il		
Phone	Address			City		State	Zip	
Primary Serv				014	Conta 15			
	Mission Housing Development Corp) 350-2024 Address 474 Vale		Contact	Sam Moss City San Fra		<u> </u>	missionhousing.org	
Borrower Leg	,							
Legal Name	Bocarsly, Emden, Cowan, Esmail &		Contact	Lance Bocarsly			@bocarsly.com	
) 239-8088 Address 633 Wes	t Fifth Street S	uite 2200	City Los An	geles	State C	A Zip 90071	
General Cont			Contact	Matt Irwin	Contract Error		achill of com	
, in the second	Cahill Contractors	fornia Street Su	Contact	City San Fra		<u> </u>	cahill-sf.com A Zip 94104	
Architect	,,,			ony out the				
Legal Name			Contact	Anne Torney	Contact Ema			
	i) 489-4851 Address 660 Mar	ket Street		City San Fra	ncisco	State C	A Zip <mark>94104</mark>	
	Funding Source City and County of San Francisco		Contact	Sara Amaral	Contact Emo	il sara amo	aral@sfgov.org	
) 701-5614 Address 1 South	Van Ness Ave,		City San Fra			A Zip 94103	
Development	Funding Source							
	U.S. Bancorp Community Developm			Lisa Gutierrez		U	rrez@usbank.com	
1	i) 498-3457 Address 621 Cap	itol Mall, Suite	800	City Sacran	iento	State C	A Zip 95814	
	U.S. Bancorp Community Developm	ent Corporation	n Contact	Sebastian Glowacki	Contact Ema	il sebastia	n.glowacki@usbank.c	om
) 498-3457 Address 621 Cap			City Sacran		State C	<u> </u>	
	Funding Sol					-		
Legal Name			Contact		Contact Ema			
Phone Development	Address Address			City		State	Zip	
Legal Name			Contact		Contact Ema	il		
Phone	Address		2 of field of	City		State	Zip	
Rent/Operatin	ng Subsidy Source							
Legal Name			Contact		Contact Ema		1 1	
Phone Bont/Operativ	Address Address			City		State	Zip	
Legal Name			Contact		Contact Ema	il		
Phone	Address		Contact	City		" State	Zip	
	()							

						per Yard A													
		Affor	dable Housin	g Devel	lopmei	nt (AHD) and	d Housin	g Relate	d Infrastr	ructu	re (HRI)	Project	Sumn	nary					
	Project Name	•	Brief Desc	iption			Add	Iress	City		Zip	Coun	ty I	at. L	og	Censu Tract		APN	ls
	Balboa Park Uppe	The Project will be a r	new 131-unit affo	rdable bui	uilding for	r families. The	2340 San	Jose Ave	San Franc	cisco	94112	San Fran	cisco			6075026		69730	39
	Yard	unit mix will consist of																	
		62 two-bedroom units units (33 total) assiste												36	672				
AHD		made available by the												37.73636	-122.42672				
		a project-based contr with incomes from 30												37	-12				
		ground floor will inclu	de a 4,000-squai	e-foot chil	ild care f	acility with an									_				
		outdoor activity area,	approximately 3	900 squa	are teet o	of ground floor							-						
HRI																			
-															-				
	Information: Area	Area acres 1	Unit C Units/		187	Building C	Count:	Eleva	tor Count	t:	Project	Design:			Dens	sity Proj	ect Ty	/pe	
	dential Rental	sq. ft. 153,045	# of l		130	# of Bldgs	1	# of Elev	ators	2	hiah-rise	buildings							MU
Hom	eownership	sq. ft. 0	# of U	Jnits	0	# of Bldgs	0	# of Elev	ators (0	5	5							
	mercial	sq. ft. 10,781	# of Units/Sp		0	# of Bldgs		# of Elev	ators (0				ſ	Mixeo	Use Pr	oject		
	dntl Non-Rental r (Mixed Use)	sq. ft. 5,216 sq. ft. 0																	
# of	ar share parking	spaces:	0		electric	vehicle charg		g spaces:	0			# c	of unco	verec	d gue	st parkin	g spa	ces:	0
	car parking space		arking Ratio: ca	spaces/	/total ur	nits: 0:1	Total # c	of bicycle p	arking spa	aces:	110	Parki	ng Rat	io: bio	cycle	spaces/	otal u	nits: 110	0:131
is th	a scattere	d site project? §103(a)	(I)(D)(II) NO			AHD Capita	al Proiec	ts §103/a)(1)										_
(A)(i	Select from the	dropdown menu one o	more of the	Newser		•				_			_	_	_		_		01
	0	D development types re	elated to your	New con	nstructio	n													Ok
Proje	ect:																		
• • •) The AHD must 102(c) or (d).	located within a half mi	le from a Trans	it Statio	on/Stop	that meets P	roject Are	a transit r	equiremen	nts	AHD	distance f	rom Tr	ansit	Stati	on/Stop:	0	Miles	s Ok
		least 20% of the total	residential units	as Affor	rdable	Units <i>(must c</i>	complete	"AHD Un	its & Max	Fund	s" works	sheet).							Ok
(A)(ii	i) Must have an o	overall average affordal	bility of all Proje	ct's Rest	tricted L	Jnits of no gre	eater than	50% repre	esented by	AMI (must co	mplete "A							Yes
		come (ELI) 15-30% AMI n					-50% AMI	rental units	67 (iii) %	6 of Af	fordable	units 8	5%	(iii)) Avg	Afforda	bility	47%	Ok
	Sites Area in S	minimum Net Density re Square Feet	30,492	on compi		Buildings Fl	oor Area	in Sq. Fee	et 1	69,042	2	(iv)	Calcu	lated	l Floc	or Area:	Ok	5.54	
		uare Feet Deductions):				ss Excluded A		quare Feet	i):							ensity:			
	dicated streets ewalks					chanical Spac	e					TE: The functions: Uf							
Pa						or space in op	en balcon	ies	-			acks, priv							
· · ·	en Space					losed parking						nmon Área				0			
Ot	ite Area-	Net Site			Elev	vator or stair b	oulkheads				reau	lusive to a ired for de				na Othei	mitig	ation spa	ace
acre		0.70 Square Feet	30,492		Net B	Building Squa	are Feet		1	69,042	2								
FAA	ST File:	Net Density Verific				e map certifie				d profe	essional	e.g., an e	nginee	r,		File U	Joload	led? Y	/es
			surv			pe architect) o	confirming	the net de		all at li	oft is "Vo	s" meanin		recu	ilte in		•		1
(A)(i	/)(b) - Only app	licable to Acquisition	and Substant	ial Reha	abilitatio	on Projects		N/A				ductions to	•					N/A	N/A
	to Rehab - exist		AHD Proj						e of total a	fforda	ble:	A	HD per	centa	age o	f total af	ordab	oility: 8	5%
		e Secure Overnight Bio sed including a descrip									# of Sec	cure Overr	night B	icycle	Parl	king spot	s at A	HD: 110) Ok
,	01 1	d inside the building in l				, ,	,	bulluling, c											
		· ·																	
		apital Project include m							es, this cor										
incor	ne housing tax c	redits, and another rece	* *					subr	nit an entir			CD applic	ation a	nd qu	ualify	indepen	dently	of the ot	her.
				AHD Eliç	gible C	Costs §103(a	a)(1)(C) a	nd Inelig	ible Cost	ts §10		geted		cost (Can	-	Over	aue	Т
§103	(a)(1)(C)(ii) The	total amount of eligible	AHD soft costs	cannot e	exceed	10% of the to	tal AHSC	Program a	award.			50		2,995			\$		OK
		e AHSC AHD funded co ble if there is another fe							thoroof to	bo fu	adad by		the or	ot io	inour	rod prior	to the		
(1) C awar	•		easible, avallab	e source		Innitied Tunding	g ior the a	or portion		be iu	lueu by I		the co	SUS	Incur	rea prior		ANSC	
· /		nce or operations of tra		astructure	e (inclue	ding transit fle	et, not inc	luding AH	SC funded	transi	it service	expansio	n);						Yes
		al inclusionary housing al costs beyond the ter		three ve	ars) for	Program Cos	sts: and												
		ed with automobile or m						nfrastructu	ıre).										
				HRI Elig	gible C	osts §103(a)(2)(A) a	nd Ineligi	ble Cost	s §10	3(c)								
(i) Aı	e capital improve	ements in the HRI budg			-							ovements	a con	dition	to th	e approv	al of t	he AHD?	? N/A
FAA	ST File:	Cap Improvements	Req Doci	mentatio	on from	a Locality, tra	ansit agen	cy, or spec	cial district	that c	apital im	provement	ts are r	equir	red	File Up	oade	1? N	N/A
<u> </u>											Bud	geted		cost (Сар		Over	age	
		igible HRI soft costs ca									ç	50		2,995	i,220		\$	D C	Ok
		ligible environmental re									ç	50		\$0)		\$)	Ok
	otal amount of el AHSC Program :	igible real property acq award.	uisition of the H	RI projec	ct site a	ina associated	a tees can	not excee	of th טער נ	ne	5	60	\$2	2,995	5,220		\$	D	Ok
		ligible impact fees canr	not exceed 15%	of the to	otal AHS	SC Program a	ward up to	o \$300,000	Э.		5	50	9	5300,0	000		\$	о С	Ok

	the AHSC HRI funded co	ost do not in	clude any of the f	ollowir					45585 Ind by AHSC or if the cost is inc	urred prior to the AHS	SC	
award; (2) Routine mainter	nance or operations of tra	ansportation			g transit fleet, not including							N/A
(4) Ongoing operat	ocal inclusionary housing ional costs beyond the te	rm of the g			ogram Costs; and ic vehicle charging infras	tructure)						
				electi	HRI Grant Terms §10	,						L
(1) We certify the H	IRI grant does not result	in a profit th	nat exceeds the co	omme		. /	proven	nents o	f similar size and level of risk.		_	
not to exceed the A	HSC Program award of	funds.							execution of the Standard Ag			
disbursement.								-	ncy entitlements and all consti		5	
commitments for th	ne AHD supported by the	HRI.				(/_)		-				
(4) Describe how A	HD provides free transit	passes, rel	oadable transit ca	rds or	AHD Threshold §10 discounted passes priced	<u> </u>	re than	half of	retail cost.			
									s and trains in San Francisco. stead of \$75 for general public			
Number of passes	or cards that will be prov	ided: 13	Is there	at leas	st one pass per restricted	unit? Yes	Туре	e of trai		Free Transit Pass		
(5) Applicant certifie FAAST File:	es the proposed AHD will SFH Lease Adden				ompliance prior to constru Housing Lease Addendu				rior to construction close	File Uploaded?	N	Yes
(8) For the AHD, ca	an you provide document	ation of con	npletion and appro	oval or	adoption of all necessary	/ environm	ental c	learanc	es including those required un	der the CEQA and if		Yes
	and all applicable time pe al funding proposed that v				nave lapsed within 30 day	s of the ap			late with lawsuits or appeals fi f Yes, enter date of "Authority		4/24	
CEQA: Project a	approved "by-right"?	Is Projec	t Categorically Ex	cempt?	Yes Negative Declara				Final EIR Date:			
									lates of all necessary environn <mark>nber 11, 2018. The basis for t</mark>		the	
length of time that I	had passed since the orig	ginal find of	No Significant Imp	pact. 1	The Project is CEQA Exer	mpt per Se	enate B	ill 35.				
FAAST File:	AHD Environmental AHD Auth to Use				ces (e.g. Environmental li 7015.16 "Authority To Use					File Uploaded?	Ye	es
FAAST File:	Grant Funds	issuance o	of the HUD form.							File Uploaded?	Ye	es
	Ū				ntitlements and permits, e nsistent with local planning	0	0	review,	required to complete the AHD	Project that have bee	en	
-	Agency / Issuer	o appropria	Land Use Appr		Approval Typ	-			Comments			
SF Planning Departm			Date 10/11/19		Other	-	Sinal A	pproval	of an SB35 Project			_
SF Department of Bu			1/31/19		Other				proval (1st step of Building Permi	ts)		
	4 4								AC Dama \$40000(h)(40)			X
(10) Does the Mark	AHD Market Study				? A study that meets requ arket study prepared withi				CAC Regs §10322(h)(10) will b tion due date.	File Uploaded?	Ye	Yes es
(11) Does applican	t or Developer of Project	have Site C	Control for AHD P	roject	? If yes, enter site control	form and			nt execution date below (See S	Site Control Appendix	A)	
	I (See Site Control in App	,		_	e Option to Lease or Pur				Most recent document exec			NIE
If leasehold estate (a) Funding amoun	t based on the Present V		stricted land value		b) Lender requesting Res					used? If so answer (. /	
payments?			No			permiss	sible)	N/A	(c) Has loan amount been e	ntered as a finance c	ost?	N/A
Describe any speci	ial site-control circumstar	ices.										_
FAAST File:	AHD Site Co	ntral	Appropriate	doour	entation to demonstrate t	he form of	oite ee		diastad abova	Files Uploaded?	V	
FAAST File:	AHD Site Co AHD Preliminary T				re than 6 months old for t					Files Uploaded?	Ye	
· / · · ·			0	e of tw	o prior AHD projects simi	lar to the p	ropose	ed AHS	C Project in scope and size, w	hich have been comp	leted	by
the applicant during	g the ten years preceding		ation due date. D Past Project #1						AHD Past Project #2			
Project Name	94th and International (Act					Paradise (Creek II	(Nation				
Development	Oakland International Hou	ising Partner	s, L.P.			Paradise (Creek II	Housing	g Partners, L.P.			
Entity Completion Date	12/1/17					5/1/18						
Project Tenure	2.5 years					2 years						
# of units	59					92						_
Units per Acre	74 units per acre					43 units pe	er acre					
Commercial (sq.	3500					0						_
ft.)	Adjacent to the Internation	al Boulevar	d Affordable Housin	d and	Walkability Project, the 94th	Paradise (rook II	is the s	econd phase of Paradise Creek A	partments a two-phase	be	
Brief Description	and International project is	one of Oak	land's newest 100%	6 afford	lable, mixed-use	affordable	, transit-	-oriente	d development of 201 apartments	for low-income families	s. Co-	
(e.g. number of	developments for families apartment homes have be								lifornia and Community HousingV nts on 2.15 acres of land, plus the			nt of
units, population served, etc.)	homelessness. Onsite sup	portive serv	ices, provided by A	cts Cor	mmunity Development	Paradise (Creek E	ducation	nal Park. This LEED for Homes G	old development consis	sts of	six
-	Corporation, include finance and tutoring programs.	cial literacy p	programs, health and	d welln	ess classes and homework				nents, twenty-one (21) one bedro bath apartments and twenty-nine			
FAAST File:					cy for two recently comple					File Uploaded?		es
· · ·					rty is not party to or the su the application deadline s	-			ion in the state or federal cour	15.		Yes Yes
(19) The AHD Proje Farmland Mapping	ect will not result in the lo and Monitoring Program	ss or conve (FMMP) we	ersion of agricultur ebsite?	ral or c	ther working lands, or na	tural resou	rce lan		other uses according the Dept.	of Conservation's		Yes
If "Yes", provide do FAAST File:	AHD No Ag				ed as agricultural land pe ite is not within land design			ural lan	d per FMMP tool	File Uploaded?	Ye	es
	te that the AHD Project si	ite qualifies	as an Infill Site (a	ıs defir	ned in Appendix A):				•			_
FAAST File:	AHD Ag Infill				xemption to the FMMP de Site (as defined in Appen		n must	t demor	nstrate that the AHD Project	File Uploaded?	N/	/A

	l	Balboa Park Upper	Yard AHD and HRI Over	view PI	N 45585		
(20)(A) We certify t	he AHD meets the underwriting sta	andards in Uniform Multifa	mily Regulations §8300 - §8316 ar	d Multifamil	y Housing Program Guidelines §7	7312.	Yes
(20)(B) We certify t	he AHD is infeasible without AHSC	Program funds, and othe	er committed funds are not and will	not be supp	lanted by AHSC Program funds.		Yes
(20)(C) If the AHD	Project involves involving new cons	struction or Substantial Re	habilitation and requiring the demo	lition of exis	ting residential units are eligible o	only if the number of b	edrooms
in the new Project is	s at least equal to the number of be	edrooms in the demolishe	d structures, with equal or greater	affordability.	The new affordable units may ex	ist on separate parce	s
	are part of the same Project meet			is requireme	ent is satisfied in the replacement	affordable housing	
development. If the	e Project does not involve demolition	on of existing affordable ur	nits, indicate "N/A" below.				
The AHD project do	pes not involve the demolition of ex	isting units affordable to lo	ower income households.				
	he proposed AHD is consistent wit				atively further fair housing (explai	in below).	Yes
The AHD project with	ill follow all State and Federal Fair	Housing requirements in le	ease-up and property managemen	t policies.			
(-)			§106(a) (if applying for AHSC I				
	n you provide documentation of co						
	and all applicable time periods for f I funding proposed that will trigger		ave lapsed within 50 days of the ap	plication du	If Yes, enter date of "Authority		
		ect Categorically Exempt?	Negative Declaration Date		Final EIR Date:	to use Grant i unus	
	special NEPA and/or CEQA Specia					nental clearances.	
· · · · · · · · · · · · · · · · · · ·		-	· · ·		,		
FAAST File:			and clearances (e.g. EIR, Phase 1			File Uploaded?	N/A
FAAST File:			015.16 "Authority To Use Grant Fu	inds" or clar	ify the current status of the	File Uploaded?	N/A
		of the HUD form.					
	ovide a listing and status of all disc	•		•	w, required to complete the HRI I	Project that have beer	1
granied, submitted	or to be applied for to the appropri	Land Use Approval	sistent with local planning document	its.			
	Agency / Issuer	Date	Approval Type		Comments		
		Date					
· /	et study demonstrate Project is fin		lires a market study only if not usi	ng AHSC fur	nds for AHD)?A market study th	at meets the	
	fied in TCAC Regs §10322(h)(10)						
FAAST File:	HRI Market Study		prepared within one year of the ap			File Uploaded?	N/A
	t or Developer of Project have Site I (See Site Control in Appendix A):	Control for HRI Project?	If yes, enter site control form and t	ne most rec	Most recent document exec)
If leasehold estate		estricted land value?	Is acquisition cost \$0 in Dev	Budget2		used? If so answer (a-c)
	t based on the Present Value of lea		b) Lender requesting Res. Receipt	-		·	
payments?			permis		(c) Has loan amount been e	entered as a finance co	ost?
	al site control circumstances.		•	,			
FAART FIL				C 11 C 1			N1/A
FAAST File:	HRI Site Control		entation to demonstrate the form o			Files Uploaded?	N/A
(12) Applicants mus	st demonstrate prior experience by	providing evidence of two					
(12) Applicants mus	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two					
(12) Applicants mus	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants mus the applicant during Project Name Development Entity	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants mus the applicant during Project Name Development Entity	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.)	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of	st demonstrate prior experience by the ten years preceding the applic	providing evidence of two ation due date.			SC Project in scope and size, wh		
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population served, etc.)	t demonstrate prior experience by the ten years preceding the applic H	providing evidence of two ation due date. RI Past Project #1	p prior HRI projects similar to the p	roposed AH	SC Project in scope and size, wh	ich have been comple	
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population served, etc.) FAAST File:	t demonstrate prior experience by the ten years preceding the applic H	Providing evidence of two ation due date. RI Past Project #1	p prior HRI projects similar to the p	lable housin	SC Project in scope and size, wh	File Uploaded?	
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population served, etc.) FAAST File: (13) We certify as c	t demonstrate prior experience by the ten years preceding the applic H	Providing evidence of two ation due date. RI Past Project #1 Certificates of Occupance ts or the HRI real property	p prior HRI projects similar to the p	lable housin	SC Project in scope and size, wh	File Uploaded?	
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population served, etc.) FAAST File: (13) We certify as c (14) We certify that	t demonstrate prior experience by the ten years preceding the applic H	Certificates of Occupancts or the HRI real property	p prior HRI projects similar to the p	lable housin y claim or a he NOFA.	SC Project in scope and size, wh	File Uploaded?	
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population served, etc.) FAAST File: (13) We certify that (19) The HRI Proje Farmland Mapping	t demonstrate prior experience by the ten years preceding the applic H H H H H H H H H H H H H H H H H H H	Certificates of Occupant s not commenced as of the s not commenced as of the resisting of agricultural or oth vebsite?	p prior HRI projects similar to the p	lable housin y claim or a he NOFA. rce lands for	SC Project in scope and size, wh	File Uploaded?	
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population served, etc.) FAAST File: (13) We certify that (19) The HRI Proje Farmland Mapping If "Yes", provide do	t demonstrate prior experience by the ten years preceding the applic H H Past Exp HRI1, Past Exp HRI2 of the application date, the applicar construction of the HRI Project ha t will not result in the loss or conv and Monitoring Program (FMMP) v cumentation the HRI Project site is	Certificates of Occupance ts or the HRI real propert s not commenced as of the restories of agricultural or othe vebsite?	p prior HRI projects similar to the p	lable housin by claim or a he NOFA. rce lands for P tool.	SC Project in scope and size, wh HRI Past Project #2 HRI Past Project #2 g developments iction in the state or federal courts r other uses according the Dept. or	File Uploaded?	
(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population served, etc.) FAAST File: (13) We certify that (19) The HRI Proje Farmland Mapping If "Yes", provide do FAAST File:	t demonstrate prior experience by the ten years preceding the applic H H H H Past Exp HRI1, Past Exp HRI2 of the application date, the applicar construction of the HRI Project ha ct will not result in the loss or conv and Monitoring Program (FMMP) v cumentation the HRI Project site is HRI No Ag	Certificates of Occupance ts or the HRI real properts s not commenced as of the resion of agricultural or othe vebsite?	p prior HRI projects similar to the p	lable housin by claim or a he NOFA. rce lands for P tool.	SC Project in scope and size, wh HRI Past Project #2 HRI Past Project #2 g developments iction in the state or federal courts r other uses according the Dept. or	File Uploaded?	
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(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population served, etc.) FAAST File: (13) We certify that (19) The HRI Proje Farmland Mapping If "No", demonstrat (20)(C) If the AHD I in the new Project is (20)(C) If the AHD I in the new Project is provided all parcels	t demonstrate prior experience by the ten years preceding the applic HI Past Exp HRI1, Past Exp HRI2 f the application date, the applicar construction of the HRI Project ha ct will not result in the loss or convi and Monitoring Program (FMMP) v cumentation the HRI Project site is HRI No Ag e that the HRI Project site qualifies HRI No Ag e that the HRI Project site qualifies HRI No Ag e that the HRI Project site qualifies HRI Ag Infill he HRI is infeasible without AHSC Project involves involving new cons s at least equal to the number of bo	Certificates of Occupanc ts or the HRI real propert s not commenced as of the ensitient of agricultural or other website? In the Inili Site (as define Demonstrate the HRI sitt as an Infill Site (as define Demonstrate that HRI PP Program funds, and other struction or Substantial Re edrooms in the demolishe ting the requirements of U	e prior HRI projects similar to the p prior HRI projects similar to the p provide the projects similar to the p provide the project of an provide the provide the	lable housin y claim or a he NOFA. rce lands for P tool. gricultural la (as defined lition of exis affordability.	SC Project in scope and size, wh HRI Past Project #2 HRI Past Project #2 g developments ction in the state or federal courts r other uses according the Dept. or and per FMMP tool. in Appendix A) anted by AHSC Program funds. ting residential units are eligible c The new affordable units may ex	File Uploaded? File Uploaded? S. of Conservation's File Uploaded? File Uploaded? only if the number of b ust on separate parce	N/A N/A N/A
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(12) Applicants must the applicant during Project Name Development Entity Completion Date Project Tenure # of units Units per Acre Commercial (sq. ft.) Brief Description (e.g. number of units, population served, etc.) FAAST File: (13) We certify that (19) The HRI Proje Farmland Mapping If "No", demonstrat (20)(C) If the AHD I in the new Project is (20)(C) If the AHD I in the new Project is provided all parcels	t demonstrate prior experience by the ten years preceding the applic H H H Past Exp HRI1, Past Exp HRI2 of the application date, the applicar construction of the HRI Project ha ct will not result in the loss or conv ad Monitoring Program (FMMP) v cumentation the HRI Project site is HRI No Ag e that the HRI Project site qualifies HRI No Ag e that the HRI Project site qualifies HRI Ag Infill he HRI is infeasible without AHSC Project involves involving new cons s at least equal to the number of ba	Certificates of Occupanc ts or the HRI real propert s not commenced as of the ensitient of agricultural or other website? In the Inili Site (as define Demonstrate the HRI sitt as an Infill Site (as define Demonstrate that HRI PP Program funds, and other struction or Substantial Re edrooms in the demolishe ting the requirements of U	e prior HRI projects similar to the p prior HRI projects similar to the p provide the projects similar to the p provide the project of an provide the provide the	lable housin y claim or a he NOFA. rce lands for P tool. gricultural la (as defined lition of exis affordability.	SC Project in scope and size, wh HRI Past Project #2 HRI Past Project #2 g developments ction in the state or federal courts r other uses according the Dept. or and per FMMP tool. in Appendix A) anted by AHSC Program funds. ting residential units are eligible c The new affordable units may ex	File Uploaded? File Uploaded? S. of Conservation's File Uploaded? File Uploaded? only if the number of b ust on separate parce	N/A N/A N/A
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Balboa Park Upper Yard AHD and HRI Overview PIN 45585											
(20)(D) We certify t	the proposed AHD is consistent with Sta	te & Federal Fair Ho	using requ	uirements including duties to affirmatively further fair housing (explain b	elow).						
				s required for the Project, provide document below. I certify that the H	RI improvements an	e					
consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.											
FAAST File: HRI Local Approvals Statement from entity indicating the HRI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. Files Uploaded? N/A											
			Article	XXXIV Authority							
the state public boo	ly lenders, the number of low income re-	stricted units, and th	e general	considered both the legal requirements of Article XXXIV and the releva content of any regulatory restrictions). Any conclusion that a project is	exempt from Article						
				supported by the Constitution, statute, and/or case law. Prior to the e.							
Standard Agreeme	nt, Applicant must deliver to HCD satisf	actory evidence that	t the requi	rements of Article XXXIV of the California Constitution have been satis	fied or are inapplica	ble.					
FAAST File:	Article XXXIV Attorney Opinion Dem	nonstrate legal requir	rements o	f Article XXXIV and relevant Project facts have been considered	File Uploaded?	Yes					
Does the locality have sufficient Article XXXIV authority, AHSC may be limited to restricting no more than 49% of the total units.)											
FAAST File:	AAST File: Article XXXIV Authority Copy of document providing Authority File Uploaded? Yes										

Balboa Park Upper Yard AHD	nd HRI Overview PIN 45585
Tax C	edits
Select appropriate entry for each item:	
Project Tax Credit Type: 4% Federal: Yes Proposed Equity Inves	r Contribution (\$): \$45,947,622 Anticipated Tax Credit Factor \$1.0100 App Rate 3.19%
State: No Proposed Equity Inves	r Contribution (\$): Anticipated Tax Credit Factor App Rate
Timeframe for Applying for 4%Tax Credits Proposed Month: August Propo	ed Year: 2020
Timeframe for Applying for 9%Tax Credits Proposed Round: Propo	ed Year:
If already awarded, date of the Tax Credit Reservation:	
FAAST File: Tax Credit Reservation If this project has already received a tax	redit reservation, upload documentation to FAAST File Uploaded? N/A
Does or will the senior debt and loan agreement comply with HCD's Multifamily Housing Progra	Regulations §7308, including the priority order of payments from cash flow? Yes
Does or will the junior debt and loan agreement comply with HCD's Multifamily Housing Progra	Regulations §7308, including the priority order of payments from cash flow? Yes
Are there any cost sharing No If there is commercial space not eligible to be fun	d by AHSC, is cost allocation based on total development
agreements? cost?	what?
What covenants or regulatory agreements are already on title? None	
What covenants or regulatory agreements are anticipated? City of San Francisco, T	AC, CDLAC, HCD
AHD Mi	stones
Provide the actual or anticipated completion date for the following performance milestones for enter "N/A"	ch applicable Capital Project. If a milestone is not applicable to a Capital Project, please
Note: It is acknowledged that some of the following milestones may have already been achiev	. For those milestones which have previously been met, please enter the month and year
completed. For those milestones not yet completed, please provide a projected completion da	
Project, please indicate "NA" below.	
Capital Project Milestone Schedule	Date
Executed binding agreement between the Sponsor and developer of the proposed Affordable I	using Development detailing the terms and conditions of the Project development. 9/15/18
Site Control of Affordable Housing Development site(s) by proposed housing developer.	2/4/19
Completion of all necessary environmental clearances, including those required under CEQA a	I NEPA. 1/1/19
Obtaining all necessary and discretionary public land use approvals.	1/28/19
Obtaining all enforceable funding commitments for at least the first phase of the Housing Deve	oment supported by the infrastructure Project. 10/15/20
Obtaining all enforceable funding commitments for all construction period financing.	10/15/20
Obtaining enforceable commitments for all construction/permanent financing described in the S	urces and Uses including substantially final construction and permanent loan 10/15/20
documents, and Tax Credit syndication documents for remaining phases of Project.	
Submission of Final Construction Drawings and Specifications to the appropriate local building	
Commencement of construction.	1/1/21
Construction complete and the filing of the Notice of Completion.	1/1/22
Program funds fully disbursed.	1/1/23
	Have all milestone dates been entered above? Yes
HRI Mil	stones
Provide the actual or anticipated completion date for the following performance milestones for enter "N/A"	ch applicable Capital Project. If a milestone is not applicable to a Capital Project, please
Note: It is acknowledged that some of the following milestones may have already been achiev	. For those milestones which have previously been met, please enter the month and year
completed. For those milestones not yet completed, please provide a projected completion da	(MM/YY) for each of the applicable items below. If not applicable to the specific Capital
Project, please indicate "NA" below.	
Capital Project Milestone Schedule	Date
Executed binding agreement between the Recipient and developer of the proposed Housing De	elopment detailing the terms and conditions of the Project development.
Site Control of Housing Development site(s) by proposed housing developer.	
Completion of all necessary environmental clearances, including those required under CEQA a	I NEPA.
Obtaining all necessary and discretionary public land use approvals.	
Obtaining all enforceable funding commitments for at least the first phase of the Housing Deve	oment supported by the HRI.
Obtaining all enforceable funding commitments for all construction period financing for the HRI.	
Obtaining enforceable commitments for all construction/permanent financing described in the S	urces and Uses including substantially final construction and permanent loan
documents, and tax credit syndication documents for remaining phases of Project.	
Submission of Final Construction Drawings and Specifications to the appropriate local building	epartment or permitting authority.
Commencement of construction of the HRI.	
Completion of HRI construction.	
Program funds fully disbursed.	
	Have all milestone dates been entered above?

Balboa Park Upper Yard HRI and AHD Sources of Development Funds PIN 45585

	are part of a t						Period Source								
a includina		threshold calculation-Overview	worksheet §10	6(a)(7)). You must ide	entify all I	Deferred Costs in	columns O a	and P. Deferred Costs a	are defined ir	Appendix A(t): "costs <u>def</u> e	rred at constru	ction loan	
<u>g</u> , moraang	but not limited	d to: capitalized reserves, loan t	fees, syndicatio	n cost	s, legal, accou	unting, au	dit, consultant fee	es, and devel	loper fees paid from op	erating cashi	low."				
Committed by Application	AHD vs HRI	Source Name	Source Type	Lien	Amount	Interest	Required	Loan Term	Residential	Commercial			Is of Deferred (
Due Date?						Rate			Amount	Amount		Amount		•	
Yes Yes	HRI AHD	AHSC HRI Grant Construction Loan	State-HCD Private	N/A		5.25%	None Interest Only	N/A 36	\$77,111,572	\$0		\$2,400,000	Deferred Devel	oper Fee	
Yes	AHD	SFMOHCD Soft Loan	Local	2	\$30,493,722	1.00%	Other	660	\$26,761,121	\$3,732,601		\$642,582	Deferred Opera	ating Reserve	
Yes	AHD	GP Equity	Private	N/A	\$2,050,000	N/A	None	N/A	\$1,500,000	\$0		\$65,500	Deferred Repla	cement	
												\$03,300	Reserve		
	AHD		er details at right)		\$3,108,082				\$3,608,084	\$0					
Yes	AHD	Equity Investor US Bank													
			TC	DTALS	\$117,427,344				\$113,575,539	\$3,732,601		\$3,108,082			
						Po	rmanent Sourc	es of Funde	2						
Committed by		Source Name									Required	Required	<u>г</u>		1
Application		See cell comments for Deferred	Source Type		Amount						Residential	Commercial			Balloor
Due Date?		Dev. Fee; list in lien priority order		NO.		Rate	Туре	Ferioù (yrs.)	Туре	Due in (yrs)	Debt Service	Debt Service	Amount	Amount	
				2	¢00.000.000	2.00%	Fired for Target	55	MUD Destiel leterest Oaks	55			¢00.000.000		No
				3							\$1 238 010				NO
Yes				2							ψ1,230,313			\$3,732,601	No
Yes	AHD	GP Equity	Private		\$2,050,000								\$2,050,000	++,,	N/A
Yes	AHD	Deferred Developer Fee	Private		\$1,350,000				Deferred				\$1,350,000		N/A
								-							
								1							
Yes	AHD	Equity Investor: US Bank			\$45,947,622								\$45,947,622		
		Total Permanent Fu	Inding Sources A	mount	\$117,427,344					TOTALS	\$1,238,919	\$0	\$113,694,743	\$3,732,601	
		Total Committed Non-	AHSC AHD & HRI	Funds	\$97,427,344										
Appendix A (i	t) - for an expl				1. 7 7.		in fee for no othe	r consideratio	on that is supported by	an appraisal	or purchase/s	ale agreeme	nt ("Land Dona	tion") or a loca	al fee wa
the original	purchase price	e or the current appraised value	e as supported	by an	independent t		,		, ,	•					
	must be supp	,			U		Documentation fo	the 4 non-TC	AC & non-AHSC AHD &	HRI funding c	ommitments.		Files Uploaded?	Y	es
-	: Include a des	cription of unusual or extraordinary	,		.,	her than e				0					
	Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes	Yes HRI Yes AHD Yes AHD	Due Date? HRI AHSC HRI Grant Yes AHD Construction Loan Yes AHD SFMOHCD Soft Loan Yes AHD GP Equity Yes AHD GP Equity Yes AHD GP Equity AHD GP Equity Image: Construction Loan Yes AHD GP Equity AHD Equity Investor US Bank Mather Source Source Name Application Source Source Name AHD Equity Investor US Bank Yes AHD AHSC HRI Grant Yes AHD Permanent Loan Yes AHD GP Equity Yes AHD GP Equi	Due Date? HRI AHSC HRI Grant State-HCD Yes AHD Construction Loan Private Yes AHD SFMOHCD Soft Loan Local Yes AHD GP Equity Private Yes AHD GP Equity Private Yes AHD GP Equity Private AHD GP Equity Private Image: Construction Loan AHD GP Equity Private Image: Construction Loan AHD GP Equity Private Image: Construction Loan AHD Ferred Costs (enter details at right) Image: Construction Loan Image: Construction Loan Yes AHD Equity Investor US Bank Source Type Due Date? AHD See cell comments for Deferred Dev. Fee; list in lien priority order Source Type Yes AHD AHSC AHD Loan State-HCD Yes AHD SFMOHCD Soft Loan Local Yes AHD SFMOHCD Soft Loan Local Yes AHD Deferred Developer Fee Private Yes AHD Deferred	Due bate? Image: Construction in the image: Construction Loan Private 1 Yes AHD Construction Loan Private 1 Yes AHD SFMOHCD Soft Loan Local 2 Yes AHD GP Equity Private N/A Yes AHD GP Equity Private N/A AHD GP Equity Private N/A AHD GP Equity Private N/A AHD Deferred Costs (enter details at right) Image: Cost and the image: Cost an	Due Date? 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30% 297,008 3 891,024 305,651 11 3,362,161 331,723 8 2,653,784 356,067 4 1,424,288 377,098 0 25% 317,319 0 327,546 0 357,940 0 386,317 0 410,805 0 20% 337,629 0 349,297 0 384,013 0 416,423 0 444,368 0 15% 357,940 0 371,048 0 410,085 0 446,673 0 444,368 0 0 15% 357,940 0 3,71,048 0 410,085 0 446,673 0 446,673 0	50% 45%	195,311 215,621 235,932	1	175,000 0 215,621 0) 175 196 1 218 240	,000 ,751 ,646 ,397		0 4,591,566 0	175,000 201,073 227,289 253,362	8	1,400,00 0 8,409,69 0	00 175,000 205,106 235,356 265,462 265,462	1	175,0 0 2,118, 0	000	175,000 208,707 242,414 276,121	Re	0 0 0	
25% 317,319 0 327,546 0 357,940 0 386,317 0 410,805 0 20% 337,629 0 349,297 0 384,013 0 416,423 0 444,368 0 15% 357,940 0 371,048 0 410,085 0 446,673 0 448,076 0 0 Totals 0 Bdrm 5 1,281,645 1 Bdrm 40 9,353,727 2 Bdrm 53 12,463,477 3 Bdrm 14 3,717,472 4+ Bdrm 0 0 Commercial Space Type of Business (if Known) 1 Sq. Footage of Units Expected Gross Rent Sq. Footage of Per S.F. Expected Gross Rent Revenue (Specify) Revenue (Amount) Space Revenue Space Revenue Space Revenue Revenue Square Space	50% 45% 40%	195,311 215,621 235,932 256,243	1	175,000 0 215,621 0 0	175 196 218 240 262	,000 ,751 ,646 ,397 ,149		0 4,591,566 0 0	175,000 201,073 227,289 253,362 279,434	8	1,400,00 0 8,409,69 0 0	00 175,000 205,106 235,356 265,462 295,712	1	175,0 0 2,118, 0 0	000	175,000 208,707 242,414 276,121 309,684	Re	0 0 0 0 0	Francisco
20% 337,629 0 349,297 0 384,013 0 416,423 0 444,368 0 15% 357,940 0 371,048 0 410,085 0 446,673 0 478,076 0 478,076 0 <td>50% 45% 40% 35%</td> <td>195,311 215,621 235,932 256,243 276,697</td> <td>1</td> <td>175,000 0 215,621 0 0 0</td> <td>0 175 196 218 240 262 283</td> <td>,000 ,751 ,646 ,397 ,149 ,900 ,</td> <td>21</td> <td>0 4,591,566 0 0 0</td> <td>175,000 201,073 227,289 253,362 279,434 305,651</td> <td>8 37</td> <td>1,400,00 0 8,409,69 0 0 0</td> <td>00 175,000 205,106 235,356 265,462 295,712 325,962 325,962</td> <td>9</td> <td>175,0 0 2,118, 0 0 0</td> <td>204</td> <td>175,000 208,707 242,414 276,121 309,684 343,391</td> <td>Re</td> <td>0 0 0 0 0 0</td> <td>Francisco</td>	50% 45% 40% 35%	195,311 215,621 235,932 256,243 276,697	1	175,000 0 215,621 0 0 0	0 175 196 218 240 262 283	,000 ,751 ,646 ,397 ,149 ,900 ,	21	0 4,591,566 0 0 0	175,000 201,073 227,289 253,362 279,434 305,651	8 37	1,400,00 0 8,409,69 0 0 0	00 175,000 205,106 235,356 265,462 295,712 325,962 325,962	9	175,0 0 2,118, 0 0 0	204	175,000 208,707 242,414 276,121 309,684 343,391	Re	0 0 0 0 0 0	Francisco
15% 357,940 0 371,048 0 410,085 0 446,673 0 478,076 0 0 Totals 0 Bdrm 5 1,281,645 1 Bdrm 40 9,353,727 2 Bdrm 53 12,463,477 3 Bdrm 14 3,717,472 4 + Bdrm 0 0 Commercial Space Commercial Space Other 3 Bdrm 14 3,717,472 4 + Bdrm 0 0 0 Total Sq. Footage of Total Expected Gross Rent Bach Space Expected Gross Rent per S.F. Expected Gross Rent Expected Gross Rent Other Revenue (Specify) Garage and Parking Revenue (Amount) Miscellaneous Re Space Revenue hild Care YMCA 1 3750 \$1 \$5,250 \$0	50% 45% 40% 35% 30%	195,311 215,621 235,932 256,243 276,697 297,008	1	175,000 0 215,621 0 0 0 891,024	175 196 218 240 262 283 305	,000 ,751 ,646 ,397 ,149 ,900 ,651	21	0 4,591,566 0 0 0 3,362,161	175,000 201,073 227,289 253,362 279,434 305,651 331,723	8 37	1,400,00 0 8,409,65 0 0 0 2,653,78	00 175,000 205,106 205,106 03 235,356 265,462 295,712 325,962 356,067	9	175,0 0 2,118, 0 0 0 1,424,	204	175,000 208,707 242,414 276,121 309,684 343,391 377,098	Re	0 0 0 0 0 0	Francisco
Totals 0 Bdrm 5 1,281,645 1 Bdrm 40 9,353,727 2 Bdrm 53 12,463,477 3 Bdrm 14 3,717,472 4+ Bdrm 0 0 Commercial Space Type of Business (if Known) 1 mits Sq. Footage of Each Space Expected Gross Rent Per S.F. Expected Gross Rent Per S.F. Cher Other Garage and Parking Space Revenue Miscellaneous Revenue hild Care YMCA 1 3750 \$1 \$5,250 \$0 0	50% 45% 40% 35% 30% 25%	195,311 215,621 235,932 256,243 276,697 297,008 317,319	1	175,000 0 215,621 0 0 0 891,024 0	0 175 196 218 240 262 283 4 305 327	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546	21	0 4,591,566 0 0 0 3,362,161 0	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940	8 37	1,400,00 0 8,409,65 0 0 0 2,653,78 0	00 175,000 205,106 205,106 03 235,356 265,462 295,712 325,962 325,962 34 356,067 386,317	9	175,0 0 2,118, 0 0 0 1,424, 0	204	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805	Re	0 0 0 0 0 0 0 0	Francisco
Commercial Space# of Type of Business (if Known)Sq. Footage of UnitsExpected Gross Rent per S.F.Commercial SpaceOther Revenue (Specify)Garage and Parking Space RevenueMiscellaneous Re Revenuehild Care YMCA13750\$1\$5,250\$0\$0\$0\$0\$0amily Wellness Resource Center12480\$1\$2,480\$0\$0\$0\$0\$0\$0ission Bike Program11550\$1\$1,938\$0\$0\$0\$0\$0\$0ission Bike Program11350\$3\$3,713\$0\$0\$0\$0\$0ission Bike Program11350\$3\$1,938\$0\$0\$0\$0\$0ission Bike Program11350\$3\$1,938\$0\$0\$0\$0\$0ission Bike Program11350\$3\$1,938\$0\$0\$0\$0\$0ission Bike Program11350\$3\$3,713\$0\$0\$0\$0\$0ission Bike Program11350\$3\$3,713\$0\$0\$0\$0\$0ission Bike Revenue11350\$3\$3,713\$0\$0\$0\$0\$0ission Bike Revenue11350\$3\$3,713\$0\$0\$0\$0\$0ission Bike Revenue11350\$3\$3,713\$0\$0\$0\$0\$0 </td <td>50% 45% 40% 35% 30% 25% 20%</td> <td>195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629</td> <td>1</td> <td>175,000 0 215,621 0 0 0 891,024 0 0</br></td> <td>175 196 218 240 262 283 305 327 349</td> <td>,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297</td> <td>21</td> <td>0 4,591,566 0 0 0 3,362,161 0</td> <td>175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013</td> <td>8 37</td> <td>1,400,00 0 8,409,65 0 0 0 2,653,78 0 0 0</td> <td>200 175,000 205,106 205,106 23 235,356 265,462 295,712 325,962 325,962 34 356,067 386,317 416,423</td> <td>9</td> <td>175,0 0 2,118, 0 0 0 1,424, 0 0</td> <td>204</td> <td>175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368</td> <td>Re Re</td> <td>0 0 0 0 0 0 0 0</td> <td>Francisco</td>	50% 45% 40% 35% 30% 25% 20%	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629	1	175,000 0 215,621 	175 196 218 240 262 283 305 327 349	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297	21	0 4,591,566 0 0 0 3,362,161 0	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013	8 37	1,400,00 0 8,409,65 0 0 0 2,653,78 0 0 0	200 175,000 205,106 205,106 23 235,356 265,462 295,712 325,962 325,962 34 356,067 386,317 416,423	9	175,0 0 2,118, 0 0 0 1,424, 0 0	204	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368	Re Re	0 0 0 0 0 0 0 0	Francisco
Commercial Space# of Type of Business (if Known)Sq. Footage of UnitsExpected Gross RentOther Per S.F.Other Revenue (Specify)Garage and Parking Space RevenueMiscellaneous Re Revenuehild Care YMCA13750\$1\$5,250\$0\$0\$0\$0\$0amily Wellness Resource Center12480\$1\$2,480\$0\$0\$0\$0\$0\$0Ission Bike Program enerar commerciar Space (Tenant 111550\$1\$1,938\$0\$0\$0\$0\$0Image: Space (Tenant enerar Commerciar Space (50% 45% 40% 35% 30% 25% 20%	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629	1	175,000 0 215,621 0 0 0 891,024 0 0	175 196 218 240 262 283 305 327 349	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297	21	0 4,591,566 0 0 3,362,161 0 0	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013	8 37	1,400,00 0 8,409,65 0 0 0 2,653,78 0 0 0	200 175,000 205,106 205,106 23 235,356 265,462 295,712 325,962 325,962 34 356,067 386,317 416,423	9	175,0 0 2,118, 0 0 0 1,424, 0 0	204	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368	Re	0 0 0 0 0 0 0 0 0 0	Francisco
# of Type of Business (if Known)# of Total UnitsExpected Gross Rent per S.F.Expected Gross Rent Expected Gross RentOther Revenue (Specify)Garage and Parking Revenue (Amount)Miscellaneous Re Revenuehild Care YMCA13750\$1\$5,250\$0\$0\$0\$0\$0amily Wellness Resource Center12480\$1\$2,480\$0\$0\$0\$0\$0ission Bike Program11550\$1\$1,938\$0\$0\$0\$0\$0Interest Commercial Space (Terrant PD)11350\$3\$3,713\$0\$0\$0\$0Interest Commercial Space (Terrant PD)11350\$6\$13,380\$0\$0\$0\$0Interest Commercial Space (Terrant PD)11350\$6\$13,380\$0\$0\$0\$0Interest Commercial Space (Terrant PD)11320\$6\$13,380\$0\$0\$0\$0Interest Commercial Space (Terrant PD)11 <t< td=""><td>50% 45% 40% 35% 30% 25% 20% 15%</td><td>195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940</td><td>1</td><td>175,000 0 215,621 0 0 0 891,024 0 0 0 0</td><td>175 196 218 240 262 283 305 327 349 371</td><td>,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048</td><td>21</td><td>0 4,591,566 0 0 3,362,161 0 0 0</td><td>175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085</td><td>8 37 8</td><td>1,400,00 0 8,409,65 0 0 2,653,78 0 0 0 0</td><td>00 175,000 205,106 235,356 265,462 295,712 325,962 345,962 34 356,067 386,317 416,423 446,673 446,673</td><td>1 9 4</td><td>175,0 0 2,118, 0 0 0 1,424, 0 0 0 0</td><td>204</td><td>175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076</td><td></td><td>0 0 0 0 0 0 0 0 0 0</td><td>Francisco</td></t<>	50% 45% 40% 35% 30% 25% 20% 15%	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940	1	175,000 0 215,621 0 0 0 891,024 0 0 0 0	175 196 218 240 262 283 305 327 349 371	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048	21	0 4,591,566 0 0 3,362,161 0 0 0	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085	8 37 8	1,400,00 0 8,409,65 0 0 2,653,78 0 0 0 0	00 175,000 205,106 235,356 265,462 295,712 325,962 345,962 34 356,067 386,317 416,423 446,673 446,673	1 9 4	175,0 0 2,118, 0 0 0 1,424, 0 0 0 0	204	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076		0 0 0 0 0 0 0 0 0 0	Francisco
Total UnitsSq. Footage of Each SpaceGross Rent per S.F.Other Expected Gross RentOther Revenue (Specify)Garage and Parking Space RevenueMiscellaneous Re Revenuehild Care YMCA13750\$1\$5,250\$0\$0\$0\$0\$0amily Wellness Resource Center12480\$1\$2,480\$0\$0\$0\$0\$0\$0\$0ission Bike Program11550\$1\$1,938\$0\$0\$0\$0\$0\$0\$0Bit Contine Contin	50% 45% 40% 35% 30% 25% 20%	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940	1	175,000 0 215,621 0 0 0 891,024 0 0 0 0	175 196 218 240 262 283 305 327 349 371	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048	21	0 4,591,566 0 0 3,362,161 0 0 0	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm	8 37 8 53	1,400,00 0 8,409,65 0 0 2,653,78 0 0 0 0 12,463,4	00 175,000 205,106 235,356 265,462 295,712 325,962 345,962 34 356,067 386,317 416,423 446,673 446,673	1 9 4	175,0 0 2,118, 0 0 0 1,424, 0 0 0 0	204	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076		0 0 0 0 0 0 0 0 0 0	Francisco
Type of Business (if Known) Units Each Space per S.F. Expected Gross Rent Revenue (Specify) Revenue (Amount) Space Revenue Revenue hild Care YMCA 1 3750 \$1 \$5,250 \$0 \$0 \$0 \$0 amily Wellness Resource Center 1 2480 \$1 \$2,480 \$0	50% 45% 40% 35% 30% 25% 20% 15%	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940	1	175,000 0 215,621 0 0 891,024 0 0 0 0 1,281,64	175 196 218 240 262 283 305 327 349 371 5	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048	21	0 4,591,566 0 0 3,362,161 0 0 0 9,353,727	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm	8 37 8 53	1,400,00 0 8,409,65 0 0 2,653,78 0 0 0 0 12,463,4	00 175,000 205,106 235,356 265,462 295,712 325,962 345,962 34 356,067 386,317 416,423 446,673 446,673	1 9 4	175,0 0 2,118, 0 0 0 1,424, 0 0 0 0	204	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076		0 0 0 0 0 0 0 0 0 0	Francisco
hild Care YMCA 1 3750 \$1 \$5,250 \$0 \$0 \$0 \$0 \$0 amily Wellness Resource Center 1 2480 \$1 \$2,480 \$0	50% 45% 40% 35% 30% 25% 20% 15%	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940	1	175,000 0 215,621 0 0 0 891,024 0 0 0 0 1,281,64	0 175 196 218 240 262 283 305 327 349 371 5 1 ************************************	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 ,297 ,048 ,297 ,048 ,048 ,048 ,048 ,046 ,046 ,046 ,046 ,046 ,046 ,046 ,046	21	0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm	8 37 8 53	1,400,00 0 8,409,65 0 0 2,653,78 0 0 0 0 12,463,4	00 175,000 205,106 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm	1 9 4	175,0 0 2,118, 0 0 0 1,424, 0 0 0 3,717,	204	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm	0	0 0 0 0 0 0 0 0 0 0	San Francisco
amily Wellness Resource Center 1 2480 \$1 \$2,480 \$0	50% 45% 40% 35% 30% 25% 20% 15% Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm	1 1 3 5	175,000 0 215,621 0 0 0 891,024 0 0 0 1,281,64	0 175 196 1218 240 262 283 305 327 349 371 1 5 1 # of Fotal	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 ,297 ,048 ,297 ,048 ,546 ,297 ,048 ,546 ,297 ,048 ,546 ,297 ,048 ,546 ,297 ,048 ,546 ,297 ,048 ,546 ,297 ,048 ,546 ,297 ,048 ,546 ,546 ,546 ,546 ,546 ,546 ,546 ,546	21 11 40 otage of	0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected Gross Rent	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm	1 9 4 14	175,0 0 2,118, 0 0 1,424, 0 0 0 3,717, 0 0 ther	204 268 472	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an	0 d Parking	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Lung S
Itission Bike Program 1 1550 \$1 \$1,938 \$0 <th< td=""><td>50% 45% 40% 35% 25% 20% 15% Totals</td><td>195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i</td><td>1 1 3 5</td><td>175,000 0 215,621 0 0 0 891,024 0 0 0 1,281,64</td><td>0 175 196 218 240 240 283 305 327 349 371 5 5 1 # of Total</td><td>,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each</td><td>21 11 40 otage of Space</td><td>0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected Gross Rent per S.F.</td><td>175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com</td><td>8 37 8 53 mercial S</td><td>1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space</td><td>00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm</td><td>1 9 4 14</td><td>175,0 0 2,118, 0 0 1,424, 0 0 3,717, Other enue (Am</td><td>204 268 472</td><td>175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F</td><td>0 ad Parking Revenue</td><td>0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td><td>eous Ren</td></th<>	50% 45% 40% 35% 25% 20% 15% Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i	1 1 3 5	175,000 0 215,621 0 0 0 891,024 0 0 0 1,281,64	0 175 196 218 240 240 283 305 327 349 371 5 5 1 # of Total	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each	21 11 40 otage of Space	0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected Gross Rent per S.F.	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial S	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm	1 9 4 14	175,0 0 2,118, 0 0 1,424, 0 0 3,717, Other enue (Am	204 268 472	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F	0 ad Parking Revenue	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren
Image: Commential Space (Tenant) 1 1350 \$3 \$3,713 \$0	50% 45% 40% 35% 30% 25% 20% 15% Totals Type o	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA	1 1 3 5	175,000 0 215,621 0 0 0 891,024 0 0 0 0 1,281,64	0 175 196 218 240 263 262 283 305 327 349 371 5 1 # of Total Units 1	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Bdrm Sq. Foc Each 37	21 11 40 otage of Space 750	0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected Gross Rent per S.F. \$1	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm Cother Revenue (Spec- \$0	1 9 4 14	175,0 0 2,118, 0 0 1,424, 0 0 1,424, 0 0 3,717, 0 0 0 3,717, 0 0 0 0 1,424, 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	204 268 472	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$	0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren
Image: Constraint of the second sec	50% 45% 40% 35% 30% 25% 20% 15% Totals Type of thild Care amily We	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA eliness Resour ike Program	1 1 3 5 f Known	175,000 0 215,621 0 0 0 0 891,024 0 0 1,281,64 	0 175 196 218 240 240 283 305 327 349 371 371 5 1 # of Total Junits 1	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each 37 24	21 11 40 0tage of Space 750 480	0 4,591,566 0 0 3,362,161 0 0 0 9,353,727 Expected Gross Rent per S.F. \$1 \$1	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250 \$2,480	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm 77 3 Bdrm Cother Revenue (Spec \$0 \$0	1 9 4 14	175,0 0 2,118, 0 0 0 1,424, 0 0 1,424, 0 0 3,717, 0 0 0 3,717, 0 0 0 0 3,717, 0 0 0 0 3,717, 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	204 268 472	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$ \$	d Parking Revenue 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren
AVERAGE: 1 2,283 \$2 \$5,352 \$0 \$0 \$0 \$0	50% 45% 40% 35% 25% 20% 15% Totals Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA eliness Resour ike Program	1 1 3 5 f Known	175,000 0 215,621 0 0 0 0 891,024 0 0 1,281,64 	175 196 218 240 262 283 305 327 349 371 5 1 1 1 1	,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each ,37 ,24	21 11 40 0tage of Space 750 480 550	0 4,591,566 0 0 3,362,161 0 0 0 9,353,727 Expected Gross Rent per S.F. \$1 \$1 \$1	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250 \$2,480 \$1,938	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm FRevenue (Spect \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	1 9 4 14	175,0 0 2,118, 0 0 0 1,424, 0 0 1,424, 0 0 3,717, 0 0 0 3,717, 0 Chther enue (Am \$0 \$0 \$0	204 268 472	175,000 208,707 242,414 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$ \$ \$ \$	0 0 Revenue 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren nue
AVERAGE: 1 2,283 \$2 \$5,352 \$0 \$0 \$0 \$0	50% 45% 40% 35% 25% 20% 15% Totals Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA eliness Resour ike Program	1 1 3 5 f Known	175,000 0 215,621 0 0 0 0 891,024 0 0 1,281,64 	175 196 218 240 262 283 305 327 349 371 5 1 1 1 1	,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each ,37 ,24	21 11 40 0tage of Space 750 480 550	0 4,591,566 0 0 3,362,161 0 0 0 9,353,727 Expected Gross Rent per S.F. \$1 \$1 \$1	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250 \$2,480 \$1,938	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm FRevenue (Spect \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	1 9 4 14	175,0 0 2,118, 0 0 0 1,424, 0 0 1,424, 0 0 3,717, 0 0 0 3,717, 0 Chther enue (Am \$0 \$0 \$0	204 268 472	175,000 208,707 242,414 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$ \$ \$ \$	0 0 Revenue 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren
AVERAGE: 1 2,283 \$2 \$5,352 \$0 \$0 \$0 \$0	50% 45% 40% 35% 30% 25% 20% 15% Totals Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA eliness Resour ike Program	1 1 3 5 f Known	175,000 0 215,621 0 0 0 0 891,024 0 0 1,281,64 	175 196 218 240 262 283 305 327 349 371 5 1 1 1 1	,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each ,37 ,24	21 11 40 0tage of Space 750 480 550	0 4,591,566 0 0 3,362,161 0 0 0 9,353,727 Expected Gross Rent per S.F. \$1 \$1 \$1	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250 \$2,480 \$1,938	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm FRevenue (Spect \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	1 9 4 14	175,0 0 2,118, 0 0 0 1,424, 0 0 1,424, 0 0 3,717, 0 0 0 3,717, 0 Chther enue (Am \$0 \$0 \$0	204 268 472	175,000 208,707 242,414 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$ \$ \$ \$	0 0 Revenue 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren
	50% 45% 40% 35% 30% 25% 20% 15% Totals Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA eliness Resour ike Program	1 1 3 5 f Known ce Center ace (Tent	175,000 0 215,621 0 0 0 0 891,024 0 0 1,281,64 	0 175 196 218 240 262 283 305 327 349 371 5 5 1 Total Junits 1 1 1 1	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each 37 24 15 37 24 15	21 11 40 0tage of Space 750 480 550 350	0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected Gross Rent per S.F. \$1 \$1 \$1 \$1 \$3	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250 \$2,480 \$1,938 \$3,713	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm Vother Revenue (Spect \$0 \$0 \$0 \$0 \$0 \$0 \$0	1 9 4 14	175,0 0 2,118, 0 0 0 1,424, 0 0 1,424, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	204 268 472	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$ \$ \$ \$ \$	0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren nue 0 0 0
escribe the Proposed Commercial Use and Identify any Special Issues:	50% 45% 40% 35% 30% 25% 20% 15% Totals Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA eliness Resour ike Program	1 1 3 5 f Known ce Cente	175,000 0 215,621 0 0 0 0 891,024 0 0 0 1,281,64 0 0 0 1,281,64 0 0 0 1,281,64 0 0 0 0 1,281,64 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	175 196 218 240 283 305 327 349 371 5 1 1 1 1 1 1 4	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each 37 24 15 37 24 15 13 13	21 11 40 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected Gross Rent per S.F. \$1 \$1 \$1 \$3 \$3	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250 \$2,480 \$1,938 \$3,713 \$13,380	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm Vother Revenue (Spectromy Control (Spectromy Control) Statement (Spectromy Contromy Contromy Contromy Co	1 9 4 14	175,0 0 2,118, 0 0 0 1,424, 0 0 1,424, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	204 268 472	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren enue 0 0 0 0
	50% 45% 40% 35% 25% 20% 15% Totals Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA eliness Resour ike Program	1 1 3 5 f Known ce Cente	175,000 0 215,621 0 0 0 0 891,024 0 0 0 1,281,64 0 0 0 1,281,64 0 0 0 1,281,64 0 0 0 0 1,281,64 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	175 196 218 240 283 305 327 349 371 5 1 1 1 1 1 1 4	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each 37 24 15 37 24 15 13 13	21 11 40 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected Gross Rent per S.F. \$1 \$1 \$1 \$3 \$3	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250 \$2,480 \$1,938 \$3,713 \$13,380	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm Vother Revenue (Spectromy Control (Spectromy Control) Statement (Spectromy Contromy Contromy Contromy Co	1 9 4 14	175,0 0 2,118, 0 0 0 1,424, 0 0 1,424, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	204 268 472	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren enue 0 0 0 0
	50% 45% 40% 35% 20% 25% 20% 15% Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA ellness Resour ike Program pormer Car Spo	1 1 3 5 f Known ce Cente ace (Tent ace (Tent TO AVER/	175,000 0 215,621 0 0 0 0 0 0 1,281,64 0 0 1,281,64 0 0 0 1,281,64 0 0 0 0 0 0 0 0 0 0 0 0 0	175 196 218 2402 283 305 327 349 371 5 1 1 1 1 1 1 1 1 1 1 1 1 1	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each 37 24 15 37 24 15 13 37 24 15 13 37 24 15 37 24 15 37 24 24 24 24 24 24 24 24 24 24 24 24 24	21 11 40 0 0 0 0 0 0 0 0 0 0 0 0 0	0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected Gross Rent per S.F. \$1 \$1 \$1 \$3 \$3 \$6 \$2	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250 \$2,480 \$1,938 \$3,713 \$13,380	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm Vother Revenue (Spectromy Control (Spectromy Control) Statement (Spectromy Contromy Contromy Contromy Co	1 9 4 14	175,0 0 2,118, 0 0 0 1,424, 0 0 1,424, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 0 0 3,717, 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	204 268 472	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Ren enue 0 0 0 0
	50% 45% 40% 35% 20% 25% 20% 15% Totals	195,311 215,621 235,932 256,243 276,697 297,008 317,319 337,629 357,940 0 Bdrm of Business (i 9 YMCA ellness Resour ike Program pormer Car Spo	1 1 3 5 f Known ce Cente ace (Tent ace (Tent TO AVER/	175,000 0 215,621 0 0 0 0 0 0 1,281,64 0 0 1,281,64 0 0 0 1,281,64 0 0 0 0 0 0 0 0 0 0 0 0 0	175 196 218 2402 283 305 327 349 371 5 1 1 1 1 1 1 1 1 1 1 1 1 1	,000 ,751 ,646 ,397 ,149 ,900 ,651 ,546 ,297 ,048 Bdrm Sq. Foc Each 37 24 15 37 24 15 13 37 24 15 13 37 24 15 37 24 15 37 24 24 24 24 24 24 24 24 24 24 24 24 24	21 11 40 0 0 0 0 0 0 0 0 0 0 0 0 0	0 4,591,566 0 0 3,362,161 0 0 9,353,727 Expected Gross Rent per S.F. \$1 \$1 \$1 \$3 \$3 \$6 \$2	175,000 201,073 227,289 253,362 279,434 305,651 331,723 357,940 384,013 410,085 2 Bdrm Com	8 37 8 53 mercial \$ \$5,250 \$2,480 \$1,938 \$3,713 \$13,380	1,400,00 0 8,409,65 0 0 2,653,76 0 0 2,653,76 0 0 12,463,4 Space	00 175,000 205,106 33 235,356 265,462 295,712 325,962 34 356,067 386,317 416,423 446,673 77 3 Bdrm Vother Revenue (Spectromy Control (Spectromy Control) Statement (Spectromy Contromy Contromy Contromy Co	1 9 4 14	175,0 0 2,118, 0 0 0 1,424, 0 0 1,424, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 3,717, 0 0 0 0 0 3,717, 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	204 268 472	175,000 208,707 242,414 276,121 309,684 343,391 377,098 410,805 444,368 478,076 4+ Bdrm Garage an Space F \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	eous Rer nue 0 0 0 0 0

AHD DEVELOPMENT BUDGET

	1			30% PVC for	PMENT BU	BGLT
DEVELOPMENT COST	Total Project Costs	Residential Costs	Commercial Costs	New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
LAND COST/ACQUISITION						
Land Cost or Value	\$0					
Demolition	\$0					
Legal	\$20,000	\$20,000				
Land Lease Rent Prepayment	\$0					
Total Land Cost or Value	\$20,000	\$20,000	\$0			
Existing Improvements Cost or Value	\$0					
Off-Site Improvements	\$0					
Total Acquisition Cost	\$0	\$0	\$0		\$0	
Total Land Cost / Acquisition Cost	\$20,000	\$20,000	\$0			
Predevelopment Interest/Holding Cost	\$0					
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)						
Excess Purchase Price Over Appraisal	\$0					
REHABILITATION						
Site Work	\$0					
Structures	\$0					
General Requirements	\$0					
Contractor Overhead						
Contractor Profit	\$0					
Prevailing Wages	\$0					
General Liability Insurance	\$0					
Urban Greening	\$0					
Other Rehabilitation: (Specify)	\$0					
Other Rehabilitation: (Specify)	\$0					
Other Rehabilitation: (Specify)	\$0					
Total Rehabilitation Costs	\$0	\$0	\$0	\$0	\$0	
Total Relocation Expenses	\$0					
NEW CONSTRUCTION						
Site Work	\$0					
Structures	\$86,386,011	\$83,292,749	\$3,093,262	\$83,292,749		
General Requirements	\$3,554,216	\$3,479,216	\$75,000	\$3,479,216		
Contractor Overhead	\$0					
Contractor Profit	\$2,818,165	\$2,732,438	\$85,727	\$2,732,438		
Prevailing Wages	\$0					
General Liability Insurance	\$1,088,202	\$1,055,100	\$33,102	\$1,055,100		
Urban Greening	\$192,557	\$192,557		\$192,557		
Other New Construction: (Specify)	\$0					
Other New Construction: (Specify)	\$0					
Other New Construction: (Specify)	\$0					
Total New Construction Costs	\$94,039,151	\$90,752,060	\$3,287,091	\$90,752,060	\$0	
ARCHITECTURAL FEES						
Design	\$4,097,500	\$3,997,943	\$99,557	\$3,997,943		
Supervision		\$282,000	\$23,000			
Total Architectural Costs	-	\$4,279,943	\$122,557	\$4,279,943	\$0	
Total Survey & Engineering		. , .,	,	. ,,	ţ.	
CONSTRUCTION INTEREST & FEES						
Construction Loan Interest	\$5,954,000	\$5,954,000		\$4,047,000		
Origination Fee		\$921,000		\$921,000		
Credit Enhancement/Application Fee		,				
Bond Premium						
Cost of Issuance		\$550,000				
Title & Recording		\$30,000				
Taxes		,				
Insurance		\$813,694	\$203,424	\$813,694		
Employment Reporting		,				
Other Construction Int. & Fees: (Specify)						
Other Construction Int. & Fees: (Specify)						
Total Construction Interest & Fees		\$8,268,694	\$203,424	\$5,781,694	\$0	
PERMANENT FINANCING		. ,,	,	,,		
Loan Origination Fee	\$50,000	\$50,000				
Credit Enhancement/Application Fee		,				
Title & Recording						
Taxes						
Insurance						
insulance	φU					

AHD DEVELOPMENT BUDGET

[Total Project	Residential	Commercial	30% PVC for	30% PVC for	
DEVELOPMENT COST	Costs	Costs	Costs	New Const/Rehab	Acquisition	Comments and explanation of basis changes
Other Perm. Financing Costs: (Specify)	\$0					
Other Perm. Financing Costs: (Specify)	\$0					
Total Permanent Financing Costs	\$50,000	\$50,000	\$0			
Subtotals Forward	\$106,983,769	\$103,370,697	\$3,613,072	\$100,813,697	\$0	
LEGAL FEES						
Legal Paid by Applicant	\$375,000	\$360,000	\$15,000	\$112,500		
Other Attorney Costs: (Specify)	\$0					
Other Attorney Costs: (Specify)	\$0					
Other Attorney Costs: (Specify)	\$0					
Total Attorney Costs	\$375,000	\$360,000	\$15,000	\$112,500	\$0	
RESERVES						
Operating Reserve	\$642,582	\$642,582				
Replacement Reserve	\$65,500	\$65,500				
Transition Reserve	\$0					
Rent Reserve	\$0					
Other Reserve Costs: (Specify)	\$0					
Other Reserve Costs: (Specify)	\$0					
Other Reserve Costs: (Specify)	\$0					
Total Reserve Costs	\$708,082	\$708,082	\$0			
CONTINGENCY COSTS						
Construction Hard Cost Contingency	\$0					
Soft Cost Contingency	\$1,211,556	\$1,169,207	\$42,349	\$1,169,207		
Total Contingency Costs	\$1,211,556	\$1,169,207	\$42,349	\$1,169,207	\$0	
OTHER PROJECT COSTS						
TCAC App/Allocation/Monitoring Fees	\$101,653	\$101,653				
Environmental Audit	\$0					
Local Development Impact Fees	\$0					
Permit Processing Fees	\$1,100,000	\$1,061,550	\$38,450	\$1,061,550		
Capital Fees	\$0					
Marketing	\$357,784	\$357,784				
Furnishings	\$262,000	\$262,000		\$262,000		
Market Study	\$20,000	\$20,000		\$20,000		
Accounting/Reimbursable	\$32,500	\$29,500	\$3,000	\$20,000		
Appraisal Costs	\$10,000	\$10,000		\$10,000		
Other Costs: Organizational	\$10,000	\$10,000		\$8,000		
Other Costs: Utility Fees	\$450,000	\$434,270	\$15,730	\$434,270		
Other Costs: Construction Management	\$200,000	\$200,000		\$200,000		
Other Costs: Financial Consultant	\$30,000	\$30,000		\$30,000		
Other Costs: Community Outreach	\$75,000	\$70,000	\$5,000	\$70,000		
Other Costs: (Specify)	\$0					
Total Other Costs	\$2,648,937	\$2,586,757	\$62,180	\$2,115,820	\$0	
SUBTOTAL PROJECT COST		\$108,194,743	\$3,732,601	\$104,211,224	\$0	
DEVELOPER COSTS						
Developer Overhead/Profit	\$5,500,000	\$5,500,000		\$5,500,000		
Consultant/Processing Agent	\$0					
Project Administration	\$0					
Broker Fees Paid to a Related Party	\$0					
Construction Oversight by Developer	\$0					
Other Developer Costs: (Specify)	\$0					
Total Developer Costs	\$5,500,000	\$5,500,000	\$0	\$5,500,000	\$0	
TOTAL PROJECT COST			\$3,732,601	\$109,711,224	\$0	
			Eligible Basis:	\$109,711,224	\$0	
				al Eligible Basis:	\$109,711,224	
				DF 2019	. , ,	1
Total Developer Fee (equals Total Developer Costs above):				\$5,500,000		
Total Developer Fee paid from development funding sources:				\$2,100,000		
Deferred Developer Fee payable on a priority basis from available Cash Flow:				\$1,350,000		
Deferred Developer Fee payable from allowable 50% Distribution:				\$0		
·····		\$2,050,000				
Developer Fee Contributed as Capital: \$					l	

							Ba	alboa Park	Upper Yard	I AHD and I	HRI Perman	ent Sources	and Uses	PIN 4558	5								
AFFORDABLE HOUSING DEVELPMEN	T (AHD)							AHD Res	idential and	HRI Perma	nent Source	s of Funds									Commerc	ial Sources	
USES OF FUNDS Soft cost in red (total AHSC AHD below)	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Loan	Permanent Loan	SFMOHCD Soft Loan	GP Equity	Deferred Developer Fee	0	0	0	0	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	Source Name: SFMOHCD Soft Loan	Source Name:	Residential Cost Difference Dev Budget
\$0 LAND COST/ACQUISITION																			Total	Total			vs. Sources
Land Cost or Value	ŞI)																\$0	\$0	\$0			
Demolition	\$																	\$0	\$0	÷-			
Legal	\$20,00																\$20,000	\$20,000	\$20,000				
Land Lease Rent Prepayment Total Land Cost or Value	\$1 \$20,00			0 \$0		\$0	\$0	so) \$0		\$0	\$0	\$0	60	\$(\$20,000	\$0 \$20,000	\$0 \$20,000	\$0 \$0 \$0	\$0	so	
Existing Improvements Cost or Value	\$20,00		şı	۵ ۵	۵۵ ۵	\$0	\$0	ŞU	ŞU) ət	ې ۵	\$ 0	ψŲ	\$ 0	\$0	ş	\$20,000	\$20,000	\$20,000		\$0	şı	50
Off-Site Improvements	ş																	\$0	\$0	\$0			:
Total Acquisition Cost	\$		\$0		\$0	\$0	\$0	\$0		\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0		
Total Land Cost / Acquisition Cost	\$20,00		\$0	0 \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000 \$0	\$20,000	\$0	\$0	\$0	60
Predevelopment Interest/Holding Cost Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	si si																	\$0	\$0	\$0 \$0			
Excess Purchase Price Over Appraisal	\$	0																\$0	\$0	\$0			
REHABILITATION																							
Site Work Structures	şı Şi																	\$0 \$0	\$0 \$0	\$0 \$0 \$0			-
General Requirements	s S																	\$0 \$0	\$0				
Contractor Overhead	ŞI																	\$0	\$0	\$0			
Contractor Profit	Ş																	\$0	\$0				
Prevailing Wages	Ş			-						-								\$0 \$0	\$0 \$0				
General Liability Insurance Urban Greening	şı Şi			-								 						\$0 \$0	\$0				
Other Rehabilitation: (Specify)	şı											1						\$0	\$0	\$0			
Other Rehabilitation: (Specify)	ŞI																	\$0	\$0	\$0			
Other Rehabilitation: (Specify)	ŞI																	\$0	\$0				
Total Rehabilitation Costs Total Relocation Expenses	şı Şi		\$0	0 \$C	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	\$0 \$0		\$0	\$0	60
NEW CONSTRUCTION	Ű.	, 																40	÷0				
Site Work	ŞI	-																\$0	\$0	\$0			
Structures	\$86,386,01		\$20,000,000	0 \$17,586,000	\$26,761,121												\$18,945,628	\$83,292,749	\$83,292,749		\$3,093,262		
General Requirements Contractor Overhead	\$3,554,21																\$3,479,216	\$3,479,216	\$3,479,216	\$75,000	\$75,000		
Contractor Overhead	\$2,818,16																\$2,732,438	\$2,732,438	\$2,732,438	\$85,727	\$85,727		
Prevailing Wages	ŞI																	\$0	\$0	\$0			
General Liability Insurance	\$1,088,203																\$1,055,100	\$1,055,100	\$1,055,100	\$33,102	\$33,102		
Urban Greening Other New Construction: (Specify)	\$192,55 \$																\$192,557	\$192,557 \$0	\$192,557 \$0	\$0 \$0			
Other New Construction: (Specify) Other New Construction: (Specify)	ş																	\$0	\$0				
Other New Construction: (Specify)	ş																	\$0	\$0	\$0			:
Total New Construction Costs	\$94,039,15	1	\$20,000,000	0 \$17,586,000	\$26,761,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(\$26,404,939	\$90,752,060	\$90,752,060	\$3,287,091	\$3,287,091	\$0	60
ARCHITECTURAL FEES Design	\$4,097,50																\$3,997,943	\$3,997,943	\$3,997,943	\$99,557	\$99,557		
Supervision	\$4,097,50																\$3,997,943 \$282,000	\$3,997,943 \$282,000	\$3,997,943 \$282,000	\$99,557	\$99,557 \$23,000		
Total Architectural Costs	\$4,402,50	0	\$0	0 \$C	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$4,279,943	\$4,279,943		\$122,557	\$0	60
Total Survey & Engineering	\$)																\$0	\$0	\$0			
CONSTRUCTION INTEREST & FEES Construction Loan Interest	\$5,954,00																\$5,954,000	\$5,954,000	\$5,954,000	\$0			
Origination Fee	\$921,00																\$5,954,000	\$5,954,000 \$921,000	\$5,954,000	\$0 \$0			
Credit Enhancement/Application Fee	\$	0																\$0	\$0				
Bond Premium	\$																	\$0	\$0	\$0			
Cost of Issuance Title & Recording	\$550,000 \$30,000																\$550,000 \$30,000	\$550,000 \$30,000	\$550,000 \$30,000	\$0 \$0 \$0			-
Taxes	\$30,00																\$30,000	\$30,000 \$0	\$30,000 \$0				
Insurance	\$1,017,11																\$813,694	\$813,694	\$813,694		\$203,424		
Employment Reporting	Ş																	\$0	\$0				
Other Construction Int. & Fees: (Specify) Other Construction Int. & Fees: (Specify)	\$I SI																	\$0 \$0	\$0 \$0				-
Total Construction Interest & Fees			\$0	0 \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,268,694	Şõ	\$8,268,694	÷-	\$203,424	\$0	50
PERMANENT FINANCING																							
Loan Origination Fee	\$50,00																\$50,000	\$50,000	\$50,000				
Credit Enhancement/Application Fee	ŞI																	\$0	\$0	֥			
Title 9 Decondum	A.																						
Title & Recording Taxes	şı Şi																	\$0 \$0	\$0 \$0				

							Ba	alboa Park	Upper Yard	AHD and H	IRI Perman	ent Source	es and Uses	PIN 4558	5								
AFFORDABLE HOUSING DEVELPMEN	T (AHD)							AHD Res	idential and	HRI Permar	nent Source	s of Funds									Commerc	ial Sources	
USES OF FUNDS	Total Cost from	AHSC HRI Grant	AHSC AHD	Permanent	SFMOHCD Soft	GP Equity	Deferred	0	0	0	0	0	0	0	0	0	Equity Investor:	Total Residential	Residential	Commercial	Source Name:		Residential Cost
Soft cost in red (total AHSC AHD below)	AHD Dev Budget		Loan	Loan	Loan	or Equity	Developer Fee	ů	Ĵ	· ·	, , , , , , , , , , , , , , , , , , ,	,	· ·	, , , , , , , , , , , , , , , , , , ,	, i i i i i i i i i i i i i i i i i i i	, , , , , , , , , , , , , , , , , , ,	Equity infooton	Sources	Costs	Costs	SFMOHCD Soft Loan	Source Name:	Difference Dev Budget
\$0																			Total	Total			vs. Sources
Other Perm. Financing Costs: (Specify) Other Perm. Financing Costs: (Specify)	\$0 \$0																	\$0 \$0		\$0 \$0			\$0 \$(
Total Permanent Financing Costs	\$50,000		\$0	\$0	\$0	\$0	\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$0	\$0		50,000	\$50,000		\$0	\$0	\$0	\$0
Subtotals Forward	\$106,983,769		\$20,000,000	\$17,586,000	\$26,761,121	\$0	\$0	\$0	\$(D \$0	\$0	\$0	\$0	\$0	\$0	1	\$39,023,576	\$103,370,697	\$103,370,697	\$3,613,072	\$3,613,072	\$0	\$0
LEGAL FEES	6075 000															-	\$ 200.000	6000.000	6000.000	¢45.000	645.000		
Legal Paid by Applicant Other Attorney Costs: (Specify)	\$375,000																\$360,000	\$360,000 \$0	\$360,000	\$15,000 \$0	\$15,000		\$0
Other Attorney Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Other Attorney Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Total Attorney Costs	\$375,000		\$0	\$0	\$0	\$0	\$0	\$0	\$	D \$0	\$0	\$0	\$0	\$0	\$0	4	\$360,000	\$360,000	\$360,000	\$15,000	\$15,000	\$0	\$0
RESERVES	\$642,582								-								\$642,582	\$642,582	\$642,582	\$0			
Operating Reserve Replacement Reserve	\$642,582								ł				-	1			\$65,500	\$65,500	\$65,500	\$0 \$0			\$0 \$0
Transition Reserve	\$00,000								1								\$00,000	\$0	\$00,000	\$0			\$0
Rent Reserve	\$0																	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify) Total Reserve Costs	\$0 \$708,082		\$0	60	\$0	\$0	\$0	\$0	s(n \$0	\$0	s	\$0		\$0		60 \$708,082	\$0 \$708,082		\$0 \$0	\$0	\$0	\$0
Total Reserve Costs CONTINGENCY COSTS	ə/08,082		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ş	\$0	şu Şu	\$0		\$708,082	\$708,082	\$708,082	\$0	\$0	\$0	\$0
Construction Hard Cost Contingency	\$0																	\$0	\$0	\$0			\$0
Soft Cost Contingency	\$1,211,556																\$1,169,207	\$1,169,207	\$1,169,207	\$42,349	\$42,349		\$0
Total Contingency Costs	\$1,211,556		\$0	\$0	\$0	\$0	\$0	\$0	\$(D \$0	\$0	\$0	\$0	\$0	\$0	1	\$1,169,207	\$1,169,207	\$1,169,207	\$42,349	\$42,349	\$0	\$0
OTHER PROJECT COSTS TCAC App/Allocation/Monitoring Fees	\$101,653																\$101,653	\$101,653	\$101,653	\$0			
Environmental Audit	\$101,653																\$101,055	\$101,655		\$0			\$0
Local Development Impact Fees	\$0																	\$0	\$0	\$0			\$0
Permit Processing Fees	\$1,100,000																\$1,061,550	\$1,061,550	\$1,061,550	\$38,450	\$38,450		\$0
Capital Fees	\$0																	\$0	\$0	\$0			\$0
Marketing Furnishings	\$357,784 \$262,000																\$357,784 \$262,000	\$357,784 \$262,000	\$357,784 \$262,000	\$0 \$0			\$0
Market Study	\$202,000																\$20,000	\$202,000	\$20,000	\$0			\$0
Accounting/Reimbursable	\$32,500																\$29,500	\$29,500	\$29,500	\$3,000	\$3,000		\$0
Appraisal Costs	\$10,000																\$10,000	\$10,000	\$10,000	\$0			\$0
Other Costs: Organizational	\$10,000																\$10,000	\$10,000	\$10,000	\$0			\$0
Other Costs: Utility Fees Other Costs: Construction Management	\$450,000 \$200,000																\$434,270 \$200,000	\$434,270 \$200,000	\$434,270 \$200,000	\$15,730 \$0	\$15,730		\$0
Other Costs: Constituction Management	\$200,000																\$30,000	\$200,000	\$30,000	\$0			\$0
Other Costs: Community Outreach	\$75,000																\$70,000	\$70,000	\$70,000	\$5,000	\$5,000		\$0
Other Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Total Other Costs	\$2,648,937		\$0	\$0	\$0	\$0					÷-	\$0					\$2,586,757	\$2,586,757	\$2,586,757	\$62,180	\$62,180	\$0	
SUBTOTAL PROJECT COST DEVELOPER COSTS	\$111,927,344		\$20,000,000	\$17,586,000	\$26,761,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1	\$43,847,622	\$108,194,743	\$108,194,743	\$3,732,601	\$3,732,601	\$0	\$0
Developer COSTS Developer Overhead/Profit	\$5,500,000					\$2,050,000	\$1,350,000										\$2,100,000	\$5,500,000	\$5,500,000	\$0			\$(
Consultant/Processing Agent	\$0					. ,,	. ,,										. , ,	\$0		\$0			\$0
Project Administration	\$0																	\$0		\$0			\$0
Broker Fees Paid to a Related Party	\$0																	\$0		\$0			\$0
Construction Oversight by Developer Other Developer Costs: (Specify)	\$0 \$0																	\$0 \$0		\$0 \$0			\$0 ¢r
Total Developer Costs	\$5,500,000		\$0	\$0	\$0	\$2,050,000	\$1,350,000	\$0	\$(D \$0	\$0	\$0	\$0	\$0	\$0	9	\$2,100,000	\$5,500,000		\$0 \$0	\$0	\$0	پې \$0
TOTAL PROJECT COST	\$117,427,344																60 \$45,947,622			\$3,732,601	\$3,732,601	\$0	
HOUSING RELATED-INFRASTRUCTURE (HF	રા)																						
Site acquisition of HRI including easements and right of ways																		\$0					
Other Site Acquisition (Specify):																		\$0	1				
TOTAL SITE ACQUISITION (NOT PARKING)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		i0 \$0						
Clearing and Grubbing																		\$0					
Demolition																		\$0					
Excavation Grading (not grading for housing & mixed use																		\$0	1				
structural improvements)																		\$0					
Soil Stabilization (Lime, etc.)																		\$0					
Erosion/Weed Control																		\$0					
Dewatering Other Site Preparation (Specify):																		\$0 \$0					
Other Site Preparation (Specify): Other Site Preparation (Specify):																		\$0 \$0					
																		ψŪ	1				

							Ba	alboa Park I	Upper Yard	AHD and I	HRI Permar	nent Source	es and Uses	PIN 4558	35								
AFFORDABLE HOUSING DEVELPMENT	(AHD)							AHD Resi	dential and	HRI Perma	nent Source	s of Funds									Commerci	ial Sources	
USES OF FUNDS	Total Cost from		AHSC AHD	Permanent	SFMOHCD Soft		Deferred									_	_	Total	Residential	Commercial	Source Name:		Residential Cost
Soft cost in red (total AHSC AHD below)	AHD Dev Budget	AHSC HRI Grant	Loan	Loan	Loan	GP Equity	Developer Fee	0	0	0	0	0	0	0	0	0	Equity Investor:	Residential Sources	Costs	Costs	SFMOHCD Soft Loan	Source Name:	Difference Dev Budget
\$0 TOTAL SITE PREPARATION COSTS		\$0	\$0	D \$0	\$0	\$0	\$0	\$0	\$0) \$(0 \$0) \$I	\$0	\$	0 \$0	\$I	0 \$0	\$0	Total	Total			vs. Sources
Sanitary Sewer		÷	Ψ	φ ι	, ,	ţu	ψŪ	ψŪ	Ŷ	,	, , ,	, , , , , , , , , , , , , , , , , , ,	, to	ų.	÷	ψ.	¢ \$0	\$0					
Potable Water																		\$0					
Non-Potable Water																		\$0					
Storm Drain																		\$0					
Detention Basin/Culverts Joint Trench:																		\$0 \$0					
Other Site Utilities (Specify):																		\$0					
TOTAL SITE UTILITIES COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(0 \$1	D \$1	\$0	\$1	0 \$0	\$1	0 \$0						
Aggregate Base																		\$0					
Asphalt Pavement																		\$0					
Curb, Gutter, Sidewalk Street Lights																		\$0 \$0					
Street Lights Striping/Signage/Barricades																		\$0					
Traffic Mitigation																		\$0					
Other Surface Improvements (Specify):																		\$0					
TOTAL SURFACE IMPROVEMENTS COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(0 \$0) \$	\$0	\$	0 \$0	\$1	0 \$0						
Urban Greening (Specify):			<u> </u>															\$0					
Urban Greening (Specify): Urban Greening (Specify):																		\$0 \$0					
Urban Greening (Specify): Urban Greening (Specify):																		\$0					
TOTAL URBAN GREENING		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$	0 \$0) ş	\$0	\$1	0 \$0	\$(0 \$0						
Irrigation																		\$0					
Concrete Work																		\$0					
Landscaping																		\$0					
Playground Facilities and Tot Lots Walking/Bike Path																		\$0 \$0					
Drinking Fountains																		\$0					
Structures																		\$0					
Lighting																		\$0					
Open Space																		\$0					
Other Landscape and Amenities (Specify): TOTAL LANDSCAPE AND AMENITIES		\$0		n so	\$0	\$0	\$0	60	so		0 \$0) \$I	\$0		0 \$0	¢.	0 \$0	\$0 \$0					
Wetland Mitigation		φŪ	φu	\$0 \$0	ş0	φU	φu	φu	φL	, șt		, ş	φ υ	اې	φ υ	- Pi	50 \$0	\$0					
Endangered Species																		\$0					
Tree Mitigation																		\$0	1				
Environmental Remediation																		\$0					
Other Env. Mitigation/Remediation (Specify): TOTAL ENV. MITIGATION/REMEDIATION		\$0		50	\$0	\$0	\$0		so		0 \$0) S) \$0		0 \$0		0 \$0	\$0 \$0					
Residential Parking Structures		\$0	<u></u> ها	5 \$0	\$0	şu	\$0	\$0	şı	Ş.	u și	5	۶U ۵	ş	50	51	U \$U	\$0					
Grading			1		1					1	1						1	\$0					
Foundation Work		1																\$0					
Site Work																		\$0					
Other Replacement Parking Costs (Specify):			L															\$0					
Other Replacement Parking Costs (Specify): TOTAL REPLACEMENT PARKING COSTS		\$0	ér	50	\$0	\$0	\$0	\$0	\$0) S(0 \$0) \$I	\$0	S	0 \$0	ė	0 \$0	\$0 \$0					
Residential Parking Structures		\$0	şı.	\$0	30	\$0	\$0	\$0	şt	a a	3	3	\$0	ş		ş		\$0					
Grading		1																\$0					
Foundation Work																		\$0					
Site Work																		\$0					
Other Residential Parking Costs (Specify):																		\$0					
Other Residential Parking Costs (Specify): TOTAL RESIDENTIAL PARKING COSTS		\$0	\$0	D \$0	\$0	\$0	\$0	\$0	\$0) \$(0 \$0) \$I	\$0	\$	0 \$0	\$I	0 \$0	\$0 \$0	-				
Access Plazas		\$0	ຸ ຈເ	\$0	\$0	ŞU	ŞU	şu	şı	, și	پ ۱	\$	\$0	þ	\$0	51	\$0	\$0					
Pathways																		\$0					
Bus Shelters																		\$0					
Transit Shelters																		\$0					
Pedestrian Facilities			L															\$0					
Bicycle Facilities Other Transit Costs (Specify):																		\$0 \$0					
TOTAL TRANSIT COSTS		\$0	so	50	\$0	\$0	\$0	\$0	\$0	\$0	0 \$0) \$	\$0	\$	0 \$0	S	0 \$0						
Drainage		\$5	ţ.	ţ.		ţu	ψŪ	ψŪ	Ŷ	ų.			÷	ų	÷.	ţ,	ţ.	\$0					
Parks & Recreation																		\$0	1				
Streets/Signals																		\$0					
Traffic Fees			1															\$0	1				

AFFORDABLE HOUSING DEVELPMENT	(AHD)							AHD Res	idential and	HRI Perma	anent Source	s of Funds									Commerc	ial Sources	
USES OF FUNDS Soft cost in red (total AHSC AHD below)	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Loan	Permanent Loan	SFMOHCD Soft Loan	GP Equity	Deferred Developer Fee	0	0	0	0	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	Source Name: SFMOHCD Soft Loan	Source Name:	Resid Co Differ Dev B
\$0																			Total	Total			vs. So
Waste Water																		\$0					_
Water Facility																		\$0					
Other Impact Fees (Specify):																		\$0					
Other Impact Fees (non-AHSC eligible)																		\$0					
TOTAL IMPACT FEES		\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$	0 \$	\$0 \$0	\$0	\$0	\$0	\$0	\$1	0 \$0	\$0					
Engineering																		\$0					
Design																		\$0					
Contractor Fee																		\$0					
Other Soft Costs (Specify):																		\$0					
TOTAL SOFT COSTS		\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$	0 \$	\$0 \$0	\$0	\$0	\$0	\$0	\$1	0 \$0	\$0					
Employment Reporting																		\$0					
Other Costs (Specify):																		\$0					
Other Costs (Specify):																		\$0					
TOTAL OTHER ASSET COSTS		\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$	0 \$	\$0 \$0	\$0	\$0	\$0	\$0	\$1	0 \$0	\$0					
HRI TOTAL PROJECT COSTS		\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$	0 \$	\$0 \$0	\$0	\$0	\$0	\$0	\$1	0 \$0	\$0	\$0	\$0	\$0	\$	\$0
AHD TOTAL PROJECT COSTS		\$0	\$20,000,000	\$17,586,00	9 \$26,761,121	\$2,050,000	\$1,350,000	\$0	\$	0 \$	\$0 \$0	\$0	\$0	\$0	\$0	\$1	\$45,947,622	\$113,694,743	\$113,694,743	\$3,732,601	\$3,732,601	\$	\$0
TOTAL AHD & HRI PROJECT COSTS		\$0	\$20,000,000	\$17,586,00	0 \$26,761,121	\$2,050,000	\$1,350,000	\$0) \$	0 \$	50 \$0	\$0	\$0	\$0	\$0	\$	\$45,947,622	\$113,694,743	\$113,694,743	\$3,732,601	\$3,732,601	5	\$0

	Complete all vollow shaded or	lls' see cell comm	onts for tine		
aiaat Nama, Rolboo Do	Complete all yellow shaded ce ark Upper Yard			t'o Bronco	ed Tax Credits: 4
oject Name: Balboa Pa		County. San		CD Phase:	
		I		D Fliase.	Origination Basis x
Unit Size	TCAC Threshold Basis Limits (TBL)	Nur	nber of Units		Number of Unit
SRO/Studio	\$412,418		7		\$2,886,926
1 Bedroom	\$475,514		47		\$22,349,158
2 Bedrooms	\$573,600		62		\$35,563,200
3 Bedrooms	\$734,208		15		\$11,013,120
	\$817,954		0		
4+ Bedrooms			-		\$0
mber of Manager Units			131		
		TAL UNADJUSTED TH		· · /	\$71,812,404
	10327(c)(5)(A-F):			Yes/No	
Project paid in whole	or part out of public funds subject to a legal req	uirement for the payn	nent of state or	Yes	
	ges or financed in part by a labor-affiliated orga		employment of		\$14,362,481
	who are paid at least state or federal prevailing				
	they are subject to a Project labor agreement			Yes	
	code, or (2) they will use a skilled and trained wo				\$3,590,620
,	de to perform all onsite work within an apprention	ceable occupation in t	the building and		
construction trades.		-41-1	and a set of the set		
	pject required to provide parking beneath reside	•	nuer parking) or	No	\$0
	of an on-site parking structure of two or more le care center is part of the development. (2%)	veis. (1 %)		Yes	\$1,436,248
, ,		iana (20/)			
	ercent of the units are for Special Needs populat	()	400()	No	\$0
Project where at leas	t 95% of the Project's upper floor units are serv	ced by an elevator. (10%)	Yes	\$7,181,240
Project applying und	er §10325 or §10326 of these regulations that in	clude one or more of	the features below	No	
(up to 10%)					\$0
	onsite renewable generation estimated to produce 50	% or more of annual ten	ant electricity use. If		
., .	le roof area of the Project structures, including carport				
electricity use, then the	e Project shall have onsite renewable generation bas	ed on at least 90% of the	e available solar		
accessible roof area.	Available solar accessible area is defined as roof area	less north facing roof a	rea for sloped roofs,		
equipment, solar ther	mal hot water and required local or state fire departme	ent set-backs and access	s routes. A Project not		
availing itself of the 9	0% roof area exception may also receive an increase	under paragraph (2) onl	y if the renewable		
generation used to ca	Iculate each basis increase does not overlap. (5%)				
(2) Project shall be to					
(Z) FIOJECL SHall have	onsite renewable generation estimated to produce 75	% or more of annual cor	mmon area electricity		
use. If the combined	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including	carports, is insufficient f	or provision of 75% of		
use. If the combined annual electricity use	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat	carports, is insufficient f ion based on at least 90	or provision of 75% of % of the available		
use. If the combined annual electricity use solar accessible roof	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo	carports, is insufficient f ion based on at least 90 f area less north facing i	or provision of 75% of % of the available roof area for sloped		
use. If the combined annual electricity use solar accessible roof roofs, equipment, sol	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo ar thermal hot water and required local or state fire de	carports, is insufficient f ion based on at least 90 f area less north facing i partment set-backs and	or provision of 75% of % of the available roof area for sloped access routes. A		
use. If the combined annual electricity use solar accessible roof roofs, equipment, sol Project not availing it	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo ar thermal hot water and required local or state fire de self of the 90% roof area exception may also receive a	carports, is insufficient f ion based on at least 90 f area less north facing i partment set-backs and in increase under paragi	or provision of 75% of % of the available roof area for sloped access routes. A		
use. If the combined annual electricity use solar accessible roof roofs, equipment, sol Project not availing it renewable generatior	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo ar thermal hot water and required local or state fire de self of the 90% roof area exception may also receive a used to calculate each basis increase does not overla	carports, is insufficient f ion based on at least 90 f area less north facing i partment set-backs and in increase under paragi ap. (2%)	or provision of 75% of % of the available roof area for sloped access routes. A raph (1) only if the		
use. If the combined annual electricity use solar accessible roof roofs, equipment, sol Project not availing it renewable generation (3) Newly constructed	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo ar thermal hot water and required local or state fire de self of the 90% roof area exception may also receive a used to calculate each basis increase does not overli Project buildings shall be 15% or more energy efficie	carports, is insufficient f ion based on at least 90 f area less north facing i partment set-backs and in increase under paragi ap. (2%) nt than the 2016 Energy	or provision of 75% of % of the available roof area for sloped access routes. A raph (1) only if the Efficiency Standards		
use. If the combined annual electricity use solar accessible roof roofs, equipment, sol Project not availing it renewable generation (3) Newly constructed (California Code of R	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo ar thermal hot water and required local or state fire de elf of the 90% roof area exception may also receive a used to calculate each basis increase does not overli Project buildings shall be 15% or more energy efficie egulations, Part 6 of Title 24), except that if the local b	carports, is insufficient f ion based on at least 90 f area less north facing i partment set-backs and in increase under paragi ap. (2%) in than the 2016 Energy uilding department has d	or provision of 75% of % of the available roof area for sloped access routes. A raph (1) only if the Efficiency Standards determined that		
use. If the combined annual electricity use solar accessible roof roofs, equipment, sol Project not availing it renewable generation (3) Newly constructer (California Code of R building permit applic	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo ar thermal hot water and required local or state fire de self of the 90% roof area exception may also receive a used to calculate each basis increase does not overli. Project buildings shall be 15% or more energy efficie egulations, Part 6 of Title 24), except that if the local b ations submitted on or before December 31, 2016 are	carports, is insufficient f on based on at least 90 f area less north facing partment set-backs and in increase under paragi ap. (2%) nt than the 2016 Energy uilding department has complete, then newly co	or provision of 75% of % of the available roof area for sloped access routes. A raph (1) only if the Efficiency Standards determined that onstructed Project		
use. If the combined annual electricity use solar accessible roof roofs, equipment, sol Project not availing it renewable generatior (3) Newly constructer (California Code of R building permit applic buildings shall be fifte	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo ar thermal hot water and required local or state fire de self of the 90% roof area exception may also receive a used to calculate each basis increase does not overli. Project buildings shall be 15% or more energy efficie egulations, Part 6 of Title 24), except that if the local b ations submitted on or before December 31, 2016 are en percent (15%) or more energy efficient than the 20	carports, is insufficient f on based on at least 90 f area less north facing partment set-backs and in increase under paragi ap. (2%) nt than the 2016 Energy uilding department has complete, then newly co	or provision of 75% of % of the available roof area for sloped access routes. A raph (1) only if the Efficiency Standards determined that onstructed Project		
use. If the combined annual electricity use solar accessible roof roofs, equipment, sol Project not availing it renewable generatior (3) Newly constructed (California Code of R building permit applic buildings shall be fifte Code of Regulations,	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo ar thermal hot water and required local or state fire de self of the 90% roof area exception may also receive a used to calculate each basis increase does not overli. Project buildings shall be 15% or more energy efficie egulations, Part 6 of Title 24), except that if the local b ations submitted on or before December 31, 2016 are	carports, is insufficient f ion based on at least 90 f area less north facing i partment set-backs and in increase under paragi ap. (2%) int than the 2016 Energy uilding department has complete, then newly or 13 Energy Efficiency St	or provision of 75% of % of the available roof area for sloped access routes. A raph (1) only if the 2 Efficiency Standards determined that onstructed Project andards (California		
use. If the combined annual electricity use solar accessible roof roofs, equipment, sol Project not availing it renewable generatior (3) Newly constructed (California Code of R building permit applic buildings shall be fifte Code of Regulations, (4) Rehab Project bui	onsite renewable generation estimated to produce 75 available roof area of the Project structures, including then the Project shall have onsite renewable generat area. Available solar accessible area is defined as roo ar thermal hot water and required local or state fire de self of the 90% roof area exception may also receive a used to calculate each basis increase does not overly Project buildings shall be 15% or more energy efficie ggulations, Part 6 of Title 24), except that if the local b ations submitted on or before December 31, 2016 are en percent (15%) or more energy efficient than the 20 Part 6 of Title 24). (4%)	carports, is insufficient f ion based on at least 90 f area less north facing i partment set-backs and in increase under paragi ap. (2%) int than the 2016 Energy uilding department has complete, then newly or 13 Energy Efficiency St	or provision of 75% of % of the available roof area for sloped access routes. A raph (1) only if the 2 Efficiency Standards determined that onstructed Project andards (California th in energy efficiency)		
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	HCD 2019	Developer F	ee Calcula	ator - revised 8/7/19 <mark>(complete Y</mark>	ELLOW shaded	cells)	
Project Phase:	Origination	Proposed	Project Type:	4% Credits New Construction			
Project Name:	Balboa Park Upper Yard						
Project's Dev	eloper Fee Summary <mark>(S</mark>	EE INSTRUCT	IONS ABOV	E)	HCD Limit	Project Amt.	
Max Total	Developer Fee - 2d				\$15,631,684	\$5,500,000	
Max Deve	loper Fee payable from	development f	unding sour	ces - lesser of 1h & 2d	\$2,103,530	\$2,100,000	
Deferred I	Developer Fee payable	on a priority ba	sis from ava	ailable Cash Flow	\$1,396,470	\$1,350,000	
Deferred I	Developer Fee payable o	exclusively from	n Sponsor E	Distributions - 2h	\$12,131,684	\$0	
	Total Budgeted	or Actual Deve	eloper Fee	\$5,500,000			
	Developer Fe	e Contributed	as Capital	\$2,050,000	Deferred D	Developer Fee	\$1,350,000
Section 1. UMI	R §8312(c)(1) - for all 4% P	rojects (project	costs per TC/	AC 9% rules)			
a. Project's typ	be of construction:	New Constructi	on	Number of Affordable Tax Credit Units	130		\$2,200,000
b. Project's Eli	gible Basis (exclude Develo	oper Fee)			\$104,211,224	x 15% =	\$15,631,684
c. Basis for No	on-Residential Costs (Comr	nercial - exclude I	Developer Fee	e)	\$3,732,601	x 15% =	\$559,890
d. Base limit:	amount that could be inc	uded in project	costs under 9	9% rules - lesser of 1a or (1b +	1c.):	-	\$2,200,000
High Cost Tes	t Adjustment - New Const	ruction only §10	<u>327(c)(2)(A)</u>	Total Unadjusted Thres	hold Basis Limit	\$71,812,404	
e. Total Adjust	ed Threshold Basis Limit -	§10327(c)(5)					\$98,382,993
f1. Total Eligibl	e Basis - §10327(c)(2)(A)	\$109,711,224		gible Basis reduced to reflect ex xcess of TCAC cash out thresho		f1 - f2 + f3	\$107,011,224
f2. Developer F	ee in Eligible Basis	\$5,500,000	f3. Amount o	of DF in EB inc. in high cost test \$2.5M + \$10,000 per affordable	using 4% rules	\$2,800,000	
g1. High Cost T	est Factor	108.770%	91.230%		g2. (91.230% +	100%) / 2	95.615%
i. Maximum I	Developer Fee payable fro	m development	funding sour	ces - UMR §8312(c)(1)			\$2,103,530
Section 2 LIM	R &8312(c)(2) - Maximum [)eveloper Fee al	lowed in Eligi	ible Basis under TCAC 4% rule	26		
	oper Fee allowed in Eligibl		_				
a. New Constr	uction & Rehab - Unadjuste	d Eligible Basis (exclude Devel	oper Fee) - §10327(c)(2)(B)(i)	\$104,211,224	x 15% =	\$15,631,684
d. Maximum I	Developer Fee in Eligible B	Basis under 4% r	ules §8312(c))			\$15,631,684
Max Develo	oper Fee per §8312(c)						
e. Total Deve	loper Fee Limit including	deferred fee - Eli	gible Basis u	nder 4% rules total UMR §831	2(c) (2d)	\$15,631,684	
h. Total Budge	eted or Actual Developer Fe	e				\$5,500,000	
i. Budgeted D	eveloper Fee paid from De	velopment Source	es	Sum of Deferred and Contributed Developer Fee	\$3,400,000	\$2,100,000	
j. Deferred D	eveloper Fee payable on a	a priority basis fr	om available	Cash Flow - UMR §8312(c)(2)		\$1,396,470	

			Balbo	oa Park Up	oer Yard Si	ustainable 1	Franspo	rtation	Infrastr	ucti	ıre (STI) PIN	45585					
			Dans									,						
	Project Nam	ne		Brief Descr	iption		r i		City	,	Zip	Cour	nty Lat	. Log			APN	s
ŧ	Rail Cars						- /											
STI #1		three new	BART cars	to increase the n	umber of trains	operating												
						lengths, and												
	Road closure an	d Reconfigu	ration of the	Balboa Park BA	RT pedestrian p		401 Genev	a Avenue	San Fran	cisco	94112	San Fran		≥	6075	026100	0949-13, 038	0973-
#2	conversion to pe bike												18"1	51"				
STI #2	5.110	access to	the BART st	tation. Grading, r	epaving, and sid	dewalks on							*43	2°26				
		Geneva, S	San Jose, an	nd along the pass	senger drop off v	vill be improved.							37	12:				
	Mission Street						432 Genev	a Ave	San Fran	cisco	94112	San Fran		9	2010	026100	6972-0)36
¥3	Excelsior Safety Project and 19th	0											3966	1681				
STI #3	Avenue Rapid	crosswalk	, median isla	and, bikeway gap	closure, bike bo	oulevard.							7.72	22.44				
	Project (SFMTA)												3	4				
		(BF) 1 Linear N	/liles: 0.4	40 BF1 Type:	Class II Bil	ke Facility 2 Lin		0.00										
			<u> </u>	,					<u> </u>								/es	
												•		Funas	6	\$U		
eac								\$0						New \	/ehicle	Funding	\$3,334,	194
			•		STI Eligible	Costs §103(a)(3)(A) an	d Ineligi	ble Cost	s §10)3(c)							
																	cess; 2)	Ves
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On May 10, 2012, the Board of Directors authorized the award of a contract to Bombardier Transit Corporation for the procurement of 775 new cars. To date, 134 cars have been accepted into revenue service and approximately 12 cars are being produced each month. Improvements included podetition registration, pederating ADA-compliant curb made, bitterictual gene painted bicycle banes, sidwaki vadaming, ADA-compliant curb maps, strant signal priority improvements, and a red-painted transit only lane. Project included coordination with Public Utilities to replace oder water and sever pipes while the strettscape was under construction. FAAST File: Past Exp STI1, Past Exp STI2 Where the party making improvements funded by AHSC is not a public offinitiar infrastructure improvements. Yes (13) We certify as of the application date, the application commenced as of the application deadline set forth in the NOFA. Yes (14) We certify that construction of the project has not commenced as of the application deadline set forth in the NOFA. Yes Farst File: STI No Ag Demonstrate that 11% land designated as agricultural and per the FMMP tool. File Uploaded? Yes (14) We certify that constrate the ATI Project site (audifies as an Infill Site (as defined in Appendix A). File Uploaded? Yes Farst File: STI No Ag Demonstrate the ATI set provide document below. File Uploaded? Yes (14) We certify that constrate the ATI and Infill Application deadline in Appendix A). Fi		Balboa Park	Upper Yard Susta	inable Transportat	ion Infras	structu	Ire (STI) PIN 45585		
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PARST Fire: STI A guintifie guardifies as an Infill Site (as defined in Appendix A) Pile Uploaded NA (21)(A) If approval by a local public works department, or other responsible local agency is required for the Project, provide document below. I certify that the STI improvements are consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. Yes FARST File: STI Local Approvals Statement from entity indicating the STI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. Files Uploaded? Yes (21)(B) If STI Project involves demolition of existing units affordable to lower income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal to or greater than the number of the demolished diffordable units located within comparable access to transit and include first right of return to demolished diffordable to lower income households, the application on any property which includes a parcel or any protion of a parcel or any project which in the veb parcel or subject where anot TI Project is projosed on any property which includes a parcel or any project which includes a parcel and project lower	If "No", demonstrate								
Test Consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. Files Uploaded? Yes FAST File: STI Local Approvals Statement from entity indicating the STI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. Files Uploaded? Yes (21)(B) If STI Project Involves demolfition of existing units alfordable to lower income households, where an STI Project is proposed on any property which includes a parcel or any portion of a parcel on which residential dwelling units alfordable to lower income households currently exist or where there have been dwelling units restricted to lower-income households which have been vacated or demolished within the five year period preceding the application. Explain below how this requirement is satisfied in the replacement affordable housing development. If Project does not involve demolition of existing alfordable units, please indicate "N/A". STI Milestones STI Milestones Please provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A" Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not year completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applic	FAAST File:	STI Ag Infili	qualifies as an Infill Site	(as defined in Appendix A	A)				N/A
FAAST File: STI Local Approvals Statement from entity indicating the STI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. Files Uploaded? Yes (21)(B) If STI Project involves demolition of existing units affordable to wer income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability, and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residential dwelling units affordable to lower income households currently exist or where there have been dwelling units restricted to lower-income households which have been vacated or demolished within the five year period preceding the application. Explain below how this requirement is satisfied in the replacement affordable housing development. If Project does not involve demolition or rehabilitation of existing affordable units, please indicate "N/A". STI Milestones STI Milestones Please provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A" Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "N/A" below. Date Executed binding agreement be							ocument below. I certify that the S	TI improvements are	Yes
(21)(B) If STI Project involves demolition of existing units affordable to lower income households, the application must demonstrate the replacement of demolished dirist, comparable in size, of equal or greater affordability, and equal to or greater than the number of the demolished dirodable units located within comparable access to transit and include first right of return to displaced residents. These no not toos requirements (§ 1006a)(22)(0()) apply where an STI Project is proposed on any property which includes a parcel or any portion of a parcel on which residential dwelling units affordable to lower income households currently exist or where there have been dwelling units restricted to lower-income households which have been vacated or demolished dirition or existing affordable units, please indicate "NA". STIS do not result in the demolition of any existing affordable housing. STI Milestones Please provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A". Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. Por those milestones on ty et completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project issue within any event of all excepted binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development 8/1/20 Detaining agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development 8/1/20 Detaining all necessary environmental dearances, including those required under CEQA and NEPA. 6/30/20 Detaining all necessary and discretionary public land use approvals. 6/30/20 Detaining all necessary a	FAAST File:		Statement from ent	ity indicating the STI Cap	ital Project is	s consist	••	Files Uploaded?	Yes
Please provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A" Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below. Capital Project Milestone Schedule Date Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development 8/1/20 Site Control of site(s) by proposed developer. N/A Completion of all necessary environmental clearances, including those required under CEQA and NEPA. 6/30/21 Obtaining all necessary and discretionary public land use approvals. 6/30/21 Submission of Final Construction 7/1/21 Commencement of construction. 7/1/21 Construction completion and closeout. 9/30/24 Program funds fully disbursed. 9/30/24	of equal or greater a displaced residents residential dwelling demolished within th involve demolition c	affordability, and equal to or greater . These no net loss requirements (§ units affordable to lower income ho he five year period preceding the ap or rehabilitation of existing affordable	its affordable to lower inc than the number of the (106(a)(20)(C)) apply who useholds currently exist of oplication. Explain below e units, please indicate "	come households, the app demolished affordable un ere an STI Project is prop or where there have been how this requirement is s	blication mus its located wi losed on any dwelling uni	st demon /ithin con / propert its restric	strate the replacement of demolish nparable access to transit and inclu y which includes a parcel or any po cted to lower-income households w	ude first right of return ortion of a parcel on w hich have been vaca	n to which ited or
please enter "N/A" Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below. Capital Project Milestone Schedule Date Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development 8/1/20 Site Control of site(s) by proposed developer. N/A Completion of all necessary environmental clearances, including those required under CEQA and NEPA. 6/30/20 Obtaining all necessary and discretionary public land use approvals. 6/30/21 Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority. 6/30/21 Construction completion and closeout. 9/30/24 Program funds fully disbursed. 9/30/24				STI Milestones					
Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below. Capital Project Milestone Schedule Date Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development 8/1/20 Site Control of site(s) by proposed developer. N/A Completion of all necessary environmental clearances, including those required under CEQA and NEPA. 6/30/20 Obtaining all necessary and discretionary public land use approvals. 6/30/21 Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority. 6/30/21 Construction. 7/1/21 Construction completion and closeout. 9/30/24 Program funds fully disbursed. 9/30/24		actual or anticipated completion dat	te for the following perfor		ch applicable	e Capital	Project. If a milestone is not appli	cable to a Capital Pro	oject,
completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below. Capital Project Milestone Schedule Date Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development 8/1/20 Site Control of site(s) by proposed developer. N/A Completion of all necessary environmental clearances, including those required under CEQA and NEPA. 6/30/20 Obtaining all necessary and discretionary public land use approvals. 6/30/21 Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority. 6/30/21 Construction. 7/1/21 Construction and closeout. 9/30/24 Program funds fully disbursed. 9/30/24	please enter "N/A"								
Capital Project Milestone Schedule Date Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development 8/1/20 Site Control of site(s) by proposed developer. N/A Completion of all necessary environmental clearances, including those required under CEQA and NEPA. 6/30/20 Obtaining all necessary and discretionary public land use approvals. 6/30/21 Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority. 6/30/21 Construction completion and closeout. 7/1/21 Program funds fully disbursed. 9/30/24	completed. For tho	se milestones not yet completed, pl							-
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development 8/1/20 Site Control of site(s) by proposed developer. N/A Completion of all necessary environmental clearances, including those required under CEQA and NEPA. 6/30/20 Obtaining all necessary and discretionary public land use approvals. 6/30/21 Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority. 6/30/21 Commencement of construction. 7/1/21 Construction completion and closeout. 9/30/24 Program funds fully disbursed. 9/30/24								I	Date
Site Control of site(s) by proposed developer. N/A Completion of all necessary environmental clearances, including those required under CEQA and NEPA. 6/30/20 Obtaining all necessary and discretionary public land use approvals. 6/30/21 Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority. 6/30/21 Commencement of construction. 7/1/21 Construction completion and closeout. 9/30/24 Program funds fully disbursed. 9/30/24	· · · · ·		nd developer of the propo	sed development detailin	g the terms a	and con	ditions of the Project development		
Completion of all necessary environmental clearances, including those required under CEQA and NEPA. 6/30/20 Obtaining all necessary and discretionary public land use approvals. 6/30/21 Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority. 6/30/21 Commencement of construction. 7/1/21 Construction completion and closeout. 9/30/24 Program funds fully disbursed. 9/30/24	•	•	propo		<u> </u>				
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority. 6/30/21 Commencement of construction. 7/1/21 Construction completion and closeout. 9/30/24 Program funds fully disbursed. 9/30/24				under CEQA and NEPA.					
Commencement of construction. 7/1/21 Construction completion and closeout. 9/30/24 Program funds fully disbursed. 9/30/24	•			alaalaa 90 - 9 Y	L .				
Construction completion and closeout. 9/30/24 Program funds fully disbursed. 9/30/24		* i	ications to the appropriat	e local permitting authorit	ly.				
Program funds fully disbursed. 9/30/24									
							Have all milestone dates be	en entered above?	Yes

If proposing multiple distinct STI Capital Projects, provi	ide detail for ea	ach Project in se	parate budgets	s below. Amoun	ts from each bu	dget will autos	um at the bottom	n. The sum will	be used to deter	mine the total	STI funds reques	ted and cost cap.
					ALL	FUNDING SOU	RCES					
Cost Category	AHSC STI Grant	Traffiic Congestion Mitigation Tax	Prop B Population Based	Transportatio n Sustainability	Active Transportatio	General Obligation Bond	Transit Sustainability Fee	Regional Measure 3	MTC BART Car Exchange Fund	MOHCD / BART	Sources Total	Comments
		intigution Tux			Purchase of 3 BA		100		1 unu		<u> </u>	
Environmental review/studies											\$0	
Plan Specification and Estimates											\$0	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing	ψU	ψU	ψŪ	ΨŪ	ψŪ	ψυ	ψU	ψŪ	ΨŪ	ψŪ	\$0	
Demolition											\$0	
Grading											\$0	
Soil Stabilization (Lime, etc.)											\$0 \$0	
Erosion/Weed Control									}		\$0	
Dewatering											\$0 \$0	
Other Site Preparation (Specify):											\$0 \$0	
	\$0	\$0	\$0	60	¢0	¢0	\$0	\$0	¢0	\$0	\$0 \$0	
Total Site Preparation	φU	φU	φU	\$0	\$0	\$0	φU	ΦŪ	\$0	φU		
Sanitary Sewer											\$0 \$0	
Irrigation Storm Drain											\$0 \$0	
Detention Basin/Culverts											\$0	
Other Site Utilities (Specify):	<u>^</u>	AA									\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base											\$0	
Asphalt Pavement											\$0	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Striping/Barricades (Bicycle Facilities)											\$0	
Signage											\$0	
Crossing and Traffic Signals											\$0	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Complete Street Improvements (Specify):											\$0	
Other Complete Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)											\$0	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Vehicles	\$3,334,194								\$6,668,388		\$10,002,582	
Other ITS Technology											\$0	
Other Transit and Station Areas (Specify):											\$0	
Other Transit and Station Areas (Specify):											\$0	
Total Transit and Station Areas - Construction	\$3,334,194	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,668,388	\$0	\$10,002,582	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):	ΨŪ	<i></i>	<i></i>	**	70	ΨΨ	~~	ΨΨ	÷	ΨΨ	\$0	

If proposing multiple distinct STI Capital Projects, prov	vide detail for e	ach Project in se	parate budgets	below. Amoun	ts from each bu	dget will autos	um at the botton	n. The sum will	be used to deter	mine the total	STI funds reques	ted and cost cap.
					ALL	FUNDING SOU	RCES					
Cost Category	AHSC STI Grant	Traffiic Congestion Mitigation Tax	Prop B Population Based	Transportatio n Sustainability	Active Transportatio n Program	General Obligation Bond	Transit Sustainability Fee	Regional Measure 3	MTC BART Car Exchange Fund	MOHCD / BART	Sources Total	Comments
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)	1.										\$0	
Employee Reporting											\$0	
Other Capital Asset Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #1 Budgeted Project Costs	\$3,334,194	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,668,388	\$0	\$10,002,582	
Provide Urban Greening Details and explain unusual or extraordi	nary circumstan	ces that have resi				-	·	osts are reasona	able.			
			STI BUD	GET #2 - Road c	losure and conv	version to ped,	bike					
Environmental review/studies											\$0	
Plan Specification and Estimates											\$0	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
General design/engineering, construction management, and related	t \$389,264									\$645,319	\$1,034,583	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$389,264	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$645,319	\$1,034,583	
Clearing and Grubbing	\$60,000										\$60,000	
Demolition	\$367,558									\$215,489	\$583,047	
Grading	\$267,129									\$194,567	\$461,696	
Soil Stabilization (Lime, etc.)	\$116,686									\$87,564	\$204,250	
Erosion/Weed Control											\$0	
Dewatering											\$0	
Other Site Preparation (Specify):											\$0	
Total Site Preparation	\$811,373	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$497,620	\$1,308,993	
Sanitary Sewer	<i></i>									+,	\$0	
Irrigation											\$0	
Storm Drain	\$226,697									\$50,000	\$276,697	
Detention Basin/Culverts	φ220,001									<i>\\</i> 00,000	\$0	
Utility Fees	\$37,500										\$37,500	
Total Site Utilities	\$264,197	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$314,197	
Aggregate Base	<i>\$</i> 204,137	ΨŪ	ψŪ	ΨŪ	ψŪ	ΨŪ	ΨŬ	ψŪ	ψU	\$30,000	\$0	
Asphalt Pavement	\$308,050									\$62,897	\$370,947	
Sidewalk, Curb and Gutter	\$596,844									\$127,989	\$724,833	
Street Lights	\$46,091									\$127,989	\$68,431	
Striping/Barricades (Bicycle Facilities)	φ+0,091			1						ΨΖΖ,340	\$00,431	
											\$0 \$0	
Signage											\$0 \$0	
Crossing and Traffic Signals	¢046.674									¢150.040		
Roundabouts, median islands or curb extensions	\$246,674									\$158,948	\$405,622	
Other traffic calming surface improvements	\$28,782									\$17,899	\$46,681	
Other Complete Street Improvements (Specify):											\$0	
Other Complete Street Improvements (Specify):	64 000 111	60	60	¢2	6 2	¢		60	¢.,	\$000 0T0	\$0	
Total Complete Streets Improvements - Construction	\$1,226,441	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$390,073	\$1,616,514	
Striping/Barricades (for dedicated bus lanes)										4000 10-	\$0	
Sidewalk, Curb and Gutter	\$598,676									\$208,102	\$806,778	
Street Lights	\$46,091									\$15,677	\$61,768	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Vehicles											\$0	
Other ITS Technology											\$0	
BART Station Waterproofing	\$116,686									\$37,654	\$154,340	
Other Transit and Station Areas (Specify):											\$0	
Total Transit and Station Areas - Construction	\$761,453	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$261,433	\$1,022,886	

If proposing multiple distinct STI Capital Projects, prov					ts from each bu		um at the botton		be used to deter		STI funds reques	ted and cost cap.
Cost Category	AHSC STI Grant	Traffiic Congestion Mitigation Tax	Prop B Population Based	Transportatio n Sustainability	Active Transportatio	General Obligation Bond	Transit Sustainability Fee	Regional Measure 3	MTC BART Car Exchange Fund	MOHCD / BART	Sources Total	Comments
andscaping and Green infrastructure along the South West side	\$47,272										\$47,272	
Jrban Greening (Specify):											\$0	
Jrban Greening (Specify):											\$0	
Fotal Urban Greening	\$47,272	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,272	
Provide Name of Impact Fee	. ,		• •					• •		•	\$0	
Provide Name of Impact Fee											\$0	
otal Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	
Other Activity Costs (Specify):	**	**	**	**	**	**	**	**	**	**	\$0	
Other Activity Costs (Specify):											\$0	
otal Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
ransit Operations for service expansion §103(a)(3)(A)(v)	φU	ΨŪ	φU	φU	φU	φU	φυ	φU	φU	φU	\$0	
											\$0	
mployee Reporting ther Capital Asset Costs (Specify):											\$0 \$0	
otal Other Capital Asset Costs	\$0	¢0	¢0	¢0	¢0	¢0	¢0	¢0	\$0	\$0	\$0 \$0	
		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
otal STI #2 Budgeted Project Costs Irban Greening Details: Costs associated with landscaping locate	\$3,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,844,445	\$5,344,445	
		STI BUDGET	#3 - Mission St	reet Excelsior S	afety Project ar	d 19th Avenue	Rapid Project (S	SFMTA)				
Environmental review/studies											\$0	
Plan Specification and Estimates											\$0	
Right of way support costs											\$0	
ite or right of way acquisition for Cap. Improvement Project											\$0	
eneral: Traffic Control, Soil Hauling, Mobilization, and Demobiliz		\$3,005,000	\$347,140			\$2,231,906					\$5.584.046	
construction Management		\$2,000,000	\$1,512,810			\$4,551,302					\$8,064,112	
Other Soft Costs (Specify):		φ2,000,000	ψ1,012,010			ψ4,001,002					\$0	
ther Soft Costs (Specify):											\$0	
otal Soft Costs	\$0	\$5,005,000	\$1,859,950	\$0	\$0	\$6,783,208	\$0	\$0	\$0	\$0	\$13,648,158	
learing and Grubbing	φU	\$5,005,000	\$1,059,950	φU	φU	\$0,703,200	φU	φU	φU	φU	\$13,848,158	
emolition				-							\$0 \$0	
Grading											\$0	
Soil Stabilization (Lime, etc.)											\$0	
rosion/Weed Control											\$0	
Dewatering											\$0	
Other Site Preparation (Specify):											\$0	
otal Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer											\$0	
rigation											\$0	
storm Drain						\$1,813,893					\$1,813,893	
Detention Basin/Culverts											\$0	
Concurrent Sewer Work and AWSS						\$2,899,700					\$2,899,700	
otal Site Utilities	\$0	\$0	\$0	\$0	\$0	\$4,713,593	\$0	\$0	\$0	\$0	\$4,713,593	
ggregate Base											\$0	
sphalt Pavement											\$0	
idewalk, Curb and Gutter	\$582,903		\$57,097								\$640,000	
treet Lights											\$0	
triping/Barricades (Bicycle Facilities)			\$27,800								\$27,800	
ignage			\$75,000								\$75,000	
crossing and Traffic Signals			\$211,250	\$1,340,000	\$2,350,000						\$3,901,250	
oundabouts, median islands or curb extensions			Ψ211,200	φ1,0 1 0,000	\$5,490,000						\$5,490,000	
ther traffic calming surface improvements			\$112,400		\$227,600						\$340,000	
ther Complete Street Improvements (Specify):			φ112,400		φ221,000						\$340,000	
Other Complete Street Improvements (Specify):	* F00 000	6 0	\$400 E (E	64.040.005	AD 007 000	6 .2	60	¢	¢2	6 0	\$0	
otal Complete Streets Improvements - Construction	\$582,903	\$0	\$483,547	\$1,340,000	\$8,067,600	\$0	\$0	\$0	\$0	\$0	\$10,474,050	
triping/Barricades (for dedicated bus lanes)											\$0	
											\$0	
						00 110 005					AA 444 444	
idewalk, Curb and Gutter street Lights signage						\$2,443,925					\$2,443,925 \$0	

If proposing multiple distinct STI Capital Projects, pro	ovide detail for ea	ach Project in se	parate budgets	below. Amoun	ts from each bu	dget will autosu	um at the botton	n. The sum will	be used to deter	rmine the total	STI funds reques	ted and cost cap.
					ALL	UNDING SOUP	RCES					
Cost Category	AHSC STI Grant	Traffiic Congestion Mitigation Tax	Prop B Population Based	Transportatio n Sustainability	Active Transportatio	General Obligation Bond	Transit Sustainability Fee	Regional Measure 3	MTC BART Car Exchange Fund	MOHCD / BART	Sources Total	Comments
Signaling Prioritization Technology											\$0	
Boarding infrastructure	\$582,903		\$490,000			\$4,159,274	\$595,000	\$1,861,847			\$7,689,024	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
/ehicles											\$0	
Other ITS Technology											\$0	
Other Transit and Station Areas (Specify):											\$0	
Other Transit and Station Areas (Specify):											\$0	
otal Transit and Station Areas - Construction	\$582,903	\$0	\$490,000	\$0	\$0	\$6,603,199	\$595,000	\$1,861,847	\$0	\$0	\$10,132,949	
Jrban Greening (Specify):											\$0	
Jrban Greening (Specify):											\$0	
Irban Greening (Specify):											\$0	
otal Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
otal Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
otal Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
otal Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
ransit Operations for service expansion §103(a)(3)(A)(v)											\$0	
Employee Reporting									1		\$0	
Other Capital Asset Costs (Specify):											\$0	
otal Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
otal STI #3 Budgeted Project Costs	\$1.165.806	\$5,005,000	\$2,833,497	\$1.340.000	\$8.067.600	\$18.100.000	\$595.000	\$1.861.847	\$0	\$0	\$38,968,750	
Provide Urban Greening Details and explain unusual or extraor	dinary circumstan			an expected proj			-	osts are reasona	able.			
otal Soft Costs	\$389,264	\$5,005,000	\$1,859,950	\$0	\$0	\$6,783,208	\$0	\$0	\$0	\$645,319	\$14,682,741	
otal Soft Costs	\$811,373	\$0	\$0	\$0	\$0	\$0,785,208	\$0	\$0	\$0	\$497,620	\$1,308,993	
otal Site Utilities	\$264,197	\$0 \$0	\$0	\$0 \$0	\$0	\$4,713,593	\$0 \$0	\$0	\$0 \$0	\$497,820	\$5,027,790	
otal Complete Streets Improvements - Construction	\$1,809,344	\$0 \$0	\$483,547	\$1,340,000	\$8,067,600	\$0	\$0 \$0	\$0	\$0 \$0	\$390,000	\$12,090,564	
otal Transit and Station Areas - Construction	\$1,809,344	\$0 \$0	\$403,547	\$1,340,000	\$8,087,800	\$6,603,199	\$595.000	\$0 \$1.861.847	\$0 \$6.668.388	\$390,073	\$21,158,417	
otal Urban Greening	\$47,272	\$0 \$0	\$490,000	\$0	\$0	\$0,003,199	\$0	\$1,881,847	\$0,000,300	\$201,433	\$47,272	
otal Impact Fees	\$47,272	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0 \$0	\$0 \$0	\$47,272	
otal Impact Fees otal Activity Delivery Costs	\$0	\$0 \$0	\$U \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	
otal Other Capital Asset Costs	\$0	\$0 \$0	\$U \$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	
otal STI Budgeted Project Costs	\$8,000,000	\$5,005,000	\$2,833,497	\$1,340,000	\$8,067,600	\$18,100,000	\$595,000	\$1,861,847	\$6,668,388	\$1,844,445	\$54,315,777	

	Balboa Park Upper Yard Transportation Related Amenities (TRA) PIN 45585 TRA Project Summary																											
	Ducing the	-			IRAP		011				. 1	Census	Τ.															
	Project Nam			Brief Description	II has a sub-successful	Address	City	Zip	County	Lat.	Log.	Tracts		APNs														
#۱	Installation of sta amenities urban			e avenue (denoted in STI) wi ng, seating and other amenit		401 Geneva Avenue	San Francisco	94112	San Francisco	8"N	1"W	6075026100		038														
TRA #	greening and tran passenger waitin									37°43'18"N	°26'51"W																	
Ħ	area	9								37°.	122°																	
#2																												
TRA #2													-															
~													_															
TRA #3													-															
Ħ																												
Ente	er # & Amt. of n	ew: Bus She	elters 0 Al	ISC Funds \$0	Bicycle Parking	At Transit 0 A	ISC Funds	\$0	Bus Stop Ben	ches	0	AHSC Fund	9	\$0														
				of sidewalk directly impro					lestrian Paths (li			100.0		Sidewalk														
	Transit Routes I			Station Area or Transit A			, , , , , , , , , , , , , , , , , , , ,	Other	harriara that may	hava	oviete	d on routo (doc	oribo bu															
	D all intended outcomes of proposed active transportation of potential conflict points Yes and compliance with traffic laws Yes Other barriers that may have existed on route (describe below) No Improved sight distance/visibility Yes Elimination of potential conflict points Yes Reduced vehicular speed/volume Yes																											
						(a)(4) and Ineligi																						
• • •				TRA budget are publicly a ined Project Area meeting				lists, pede	strians, and trar	nsit ri	ders (i.e. bike park	ing, bus	s Yes														
31101	ter, benches, str	eet ilees, eic.)		ined i Tojeci Area meeting	g the g102(c) of		cilio.	Bud	geted	Cos	t Cap	Ov	erage															
				nnot exceed 10% of the to				\$2	,237	\$2,99	95,220)	\$0	Ok														
· / ·	 v) Total amount e costs associat 			sociated with the impleme	entation of the C	apital Project cann	ot exceed 10%		\$0	\$250	0,000		\$0	Ok														
(B)(v	 V) Capital Project 	t costs in budg	et that are rec	uired as a condition of loc				, ,	oload document																			
	ST File:		Project Cost	Documentation sho our STI Capital Projects a				tion of loc	al approval for t	he TF	RA	File Uplo	aded?	N/A														
\ /		· ·	,	o not include any of the fo										Ok														
• •		ible if there is	another feasil	ole, available source of co	mmitted funding	g for the STI portior	thereof to be fu	inded by A	AHSC or if the co	ost is	incur	red prior to th	e AHS	с														
awa (2) F		ance or operati	ons of transpo	ortation infrastructure (incl	uding transit fle	et. not including AH	SC funded trans	sit service	expansion):					Yes														
(3) I	n lieu fees for loo	cal inclusionar	y housing pro	jrams;	·				1 //																			
				f the grant (three years) fo cycle parking (excluding e			Ire)																					
(0)7	11 00313 0330010			cycle parking (excluding e		ant Terms §104(d	,																					
(1) V	Ve certify that th	ne grant does i	not result in a	profit that exceeds the cor		• •	,	ts of simil	ar size and leve	l of ri	isk.			Yes														
• •	•				reimbursed pro	gress payments for	eligible costs ir	curred aft	er the execution	of th	ie Sta	ndard Agreer	nent in	the Yes														
			·	ot tunas.										2) We acknowledge that AHSC Program grant funds will be disbursed as reimbursed progress payments for eligible costs incurred after the execution of the Standard Agreement in the vest														
(3)	Mount not to exceed the AHSC Program award of funds. 3) We acknowledge if the TRA Project includes multiple phases or developments, all entitlements and construction funding commitments for the first phase must be received prior to																											
• •	isbursement.																											
disb	ursement.		•	multiple phases or develo	TRA TI	nreshold §106(a)	-		•	ohase	e must	be received	prior to	Yes														
disb (7) 1 #	IRA Enforceable	Funding Com	mitments (EF	multiple phases or develo C): see Appendix A (t) - fo	TRA TI	nreshold §106(a)	-	ents (EFC	;).	hase	1			Yes														
disb (7) 1 #	ITRA Enforceable		mitments (EF	multiple phases or develo	TRA TI	nreshold §106(a) n of Enforceable Fu	nding Commitm	ents (EFC	:). erest Rate	ohase	Terr		ired	Balloon														
disb (7) 1	IRA Enforceable	Funding Com	mitments (EF	multiple phases or develo C): see Appendix A (t) - fo Source Name	TRA Th r an explanation	nreshold §106(a) n of Enforceable Fu De Lien No.	nding Commitm	ents (EFC	;).	bhase	Terr	n (# Requ	ired	Balloon														
1 (7) EFC	RA Enforceable Committed by Full App Deadline?	Funding Com	mitments (EF (listed in	multiple phases or develo C): <u>see Appendix A (t) - fo</u> Source Name order of lien priority)	TRA Th r an explanation Source Typ	preshold §106(a) n of Enforceable Fu De Lien No. \$	nding Commitm Amount	ents (EFC	:). erest Rate	bhase	Terr	n (# Requ	ired	Balloon														
1 2 3	RA Enforceable Committed by Full App Deadline? Yes	Funding Com Commitment Date	mitments (EF (listed in	multiple phases or develo C): see Appendix A (t) - fo Source Name order of lien priority) HSC TRA Grant	TRA TH r an explanation Source Typ State-HCC	preshold §106(a) n of Enforceable Fu De Lien No. \$	nding Commitm Amount 1,500,000	ents (EFC	:). erest Rate	bhase	Terr	n (# Requ	ired	Balloon														
1 (7) EFC	RA Enforceable Committed by Full App Deadline? Yes	Funding Com Commitment Date	mitments (EF (listed in	multiple phases or develo C): see Appendix A (t) - fo Source Name order of lien priority) HSC TRA Grant	TRA TH r an explanation Source Typ State-HCC	preshold §106(a) n of Enforceable Fu De Lien No. \$	nding Commitm Amount 1,500,000	ents (EFC	:). erest Rate	bhase	Terr	n (# Requ	ired	Balloon														
disb (7) 1 2 3 4 5 6	RA Enforceable Committed by Full App Deadline? Yes	Funding Com Commitment Date	mitments (EF (listed in	multiple phases or develo C): see Appendix A (t) - fo Source Name order of lien priority) HSC TRA Grant	TRA TH r an explanation Source Typ State-HCC	preshold §106(a) n of Enforceable Fu De Lien No. \$	nding Commitm Amount 1,500,000	ents (EFC	:). erest Rate	bhase	Terr	n (# Requ	ired	Balloon														
disb (7) 1 (7) # DJ3 1 2 3 4 5	RA Enforceable Committed by Full App Deadline? Yes	Funding Com Commitment Date	mitments (EF (listed in	multiple phases or develo C): see Appendix A (t) - fo Source Name order of lien priority) HSC TRA Grant	TRA TH r an explanation Source Typ State-HCC	preshold §106(a) n of Enforceable Fu De Lien No. \$	nding Commitm Amount 1,500,000	ents (EFC	:). erest Rate	bhase	Terr	n (# Requ	ired	Balloon														
disb (7) 1 2 3 4 5 6 7 8 9	RA Enforceable Committed by Full App Deadline? Yes	Funding Com Commitment Date	mitments (EF (listed in	multiple phases or develo C): see Appendix A (t) - fo Source Name order of lien priority) HSC TRA Grant	TRA TH r an explanation Source Typ State-HCC	preshold §106(a) n of Enforceable Fu De Lien No. \$	nding Commitm Amount 1,500,000	ents (EFC	:). erest Rate	bhase	Terr	n (# Requ	ired	Balloon														
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disb (7) 1 # 243 1 2 3 4 5 6 7 8 9 10 Prov	A Enforceable Committed by Full App Deadline? Yes No S0 S0 S0 S0 S0 S0 S0 S0 S0 S0 S0 S0 S0	Funding Com Commitment Date N/A	mitments (EFI (listed in A) (Inc.AHSC TR extraordinary	C): see Appendix A (t) - for Source Name order of lien priority) HSC TRA Grant HOHCD / BART	TRA TH	Areshold §106(a) a of Enforceable Fu be Lien No. \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	nding Commitm Amount 1,500,000 1,000,000 2,500,000 0,500,000 0,000	ents (EFC Inte ate). erest Rate Type		Terr of m	n (# Requ os.) Debt So 	ired ervice	Yes Balloon ?														
disb (7) 1 # 243 1 2 3 4 5 6 7 8 9 10 Prov FAA	A Enforceable Committed by Full App Deadline? Yes No S0 <70te s0 <70te ST File:	Funding Com Commitment Date N/A N/A	mitments (EF (listed in A) (listed in A) (In-AHSC TR extraordinary EFC TRA2; EF	C): see Appendix A (t) - fo Source Name order of lien priority) ISC TRA Grant IOHCD / BART A Funds TOTAL (n circumstances that have C TRA3; Supporting do	TRA TH	areshold §106(a) a of Enforceable Fu be Lien No.	Amount R 1,500,000 1,000,000 2,500,000 coject costs and RA funding com	ents (EFC Inte ate). erest Rate Type	o why	Term of m	n (# Requ os.) Debt So 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	ired ervice easona	Yes Balloon ? ble. N/A														
(7) 1 # 31 1 2 3 4 5 6 7 8 9 10 FAA (8) (<i>I</i> gran	RA Enforceable Committed by Full App Deadline? Yes No So So So ST File: Applicant ackr t funds.	Funding Com Commitment Date N/A N/A	mitments (EF (listed in A) (listed in A) (In-AHSC TR extraordinary EFC TRA2; EF	Multiple phases or develo C): see Appendix A (t) - fo Source Name order of lien priority) HSC TRA Grant IOHCD / BART A Funds TOTAL (n circumstances that have C TRA3; Supporting do pproval or adoption of all	TRA TH	Areshold §106(a) a of Enforceable Fu be Lien No. \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount Amount I,500,000 I,000,000 I,000,000 I,000,000 I,000,000	ents (EFC Inte ate	justification as to	o why	y thes	n (# Requ Debt So Debt	ired ervice easonal aded?	Pes Balloon ?														
disb (7)1 # 3 4 5 6 7 8 9 10 Prov FAA (8)(/ gran	RA Enforceable Committed by Full App Deadline? Yes No So So So ST File: A) Applicant ackrist funds.	Funding Com Commitment Date N/A al Committed N a of unusual or EFC TRA1; E	mitments (EFi (listed in A) Ion-AHSC TR extraordinary EFC TRA2; Ef	Multiple phases or develo C): see Appendix A (t) - fo Source Name order of lien priority) HSC TRA Grant IOHCD / BART A Funds TOTAL (n circumstances that have C TRA3; Supporting do pproval or adoption of all Is Federal funding p	TRA TH	Areshold §106(a) a of Enforceable Fu be Lien No. S S S S S S S S S S S S S	Amount Amount I,500,000 I,000,000 I,000,000 I,000,000 I,000,000	ents (EFC Inte ate	prest Rate Type justification as to onents must be s, enter date of "	o why attai	y thes	n (# Requ Debt So Debt	ired ervice easonal aded?	Yes Balloon ? ble. N/A														
disb (7)1 # 3 4 5 6 7 8 9 10 FAA (8)(/ gran EEC	RA Enforceable Committed by Full App Deadline? Yes No S0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Funding Com Commitment Date N/A N/A al Committed N of unusual or EFC TRA1; E nowledges com	mitments (EFI (listed in A) (Interference) (Interfe	Multiple phases or develo C): see Appendix A (t) - fo Source Name order of lien priority) HSC TRA Grant IOHCD / BART A Funds TOTAL (n circumstances that have C TRA3; Supporting do pproval or adoption of all	TRA TH	Areshold §106(a) a of Enforceable Fu be Lien No. S S S S S S S S S S S S S	Amount Amount R 1,500,000 1,000,000 2,500,000 0,	ents (EFC Inte ate	prest Rate Type justification as to onents must be s, enter date of " Final EIR Date:	o wh attai	y thes	n (# Requ os.) Debt So Debt So	ired prvice parvice parvice pr	Yes Balloon ? ble. N/A														
disb (7) 1 1 2 3 4 5 6 7 8 9 10 FAA (8)(/ graft NEF CEC Disc	A Enforceable Committed by Full App Deadline? Yes No So So So So So So So So So S	Funding Com Commitment Date N/A N/A a Committed N a of unusual or EFC TRA1; E nowledges com proved "by-rig pecial NEPA a	mitments (EF (listed in A) (listed in A) (on-AHSC TR extraordinary EFC TRA2; Ef npletion and a ht"? Is ind/or CEQA \$	Multiple phases or develo C): see Appendix A (t) - fo Source Name order of lien priority) HSC TRA Grant IOHCD / BART A Funds TOTAL (n circumstances that have C TRA3; Supporting do pproval or adoption of all IS Federal funding p Project Categorically Exer	TRA TH	A Budget Amt) A be non-AHSC T commental clearance Il trigger NEPA reg gative Declaration provide estimated	Amount Amount R 1,500,000 1,000,000 2,500,000 0ject costs and RA funding con as for transporta uirements? No Date: Vactual completi	ents (EFC Inte ate	prest Rate Type ijustification as tr ionents must be s, enter date of " Final EIR Date: of all necessary	o wh attai	y thes	n (# Requ os.) Debt So Debt So	ired prvice parvice parvice pr	Yes Balloon ? ble. N/A														
disb (7) 1 1 2 3 4 5 6 7 8 9 10 Prov FAA (8)(/) gran Disc App	A Enforceable Committed by Full App Deadline? Yes No So So So So So So So So So S	Funding Com Commitment Date N/A N/A a Of Unusual of EFC TRA1; E proved "by-rig pecial NEPA a ental clearance	mitments (EFI (listed in A) (listed in A) (n) (n) (n) (n) (n) (n) (n) (n) (n) (n	multiple phases or develo C): see Appendix A (t) - fo source Name order of lien priority) HSC TRA Grant IOHCD / BART A Funds TOTAL (n circumstances that have C TRA3; Supporting do pproval or adoption of all IS Federal funding p Project Categorically Exer Special Circumstances or he proposed STI capital in	TRA TH	A Budget Amt) the Onon-AHSC Tronmental clearance Il trigger NEPA required by the operational clearance the operation of the operation of th	Amount Amount R 1,500,000 1,000,000 2,500,000 0ject costs and RA funding con as for transporta uirements? No Date: Vactual completi to initial disbur	ents (EFC Inte ate	prest Rate Type Type justification as tr onents must be s, enter date of " Final EIR Date: of all necessary of grant funds.	o wh attai	y thes	n (# Requ Debt So Debt	ired prvice easonal aded? seemen 	Pes Balloon ? ble. N/A Yes														
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	Balboa Park	Upper Yard Transportation Relat	ted Amenities (TRA) PIN 45585		
. /	t based on the Present Value of lease	N/A (b) Lender requesting Res. Recei		ntered as a finance cost	t? N/A
payments?	- 1 · · · · · · · · · · · · · · · · · ·				
		le TRA projects provide site control informatic			Clinte
			BART. BART Improvements will be designed and coordin eneral Contractor) will provide construction services for t		
FAAST File:	TRA Site Control	Appropriate documentation to demonstrate th			Yes
			milar to the proposed AHSC Project in scope and size, w		
			experience by using past experience of work completed		sieu
			at specific Locality or Transportation Agency for the con		
	AHSC Project for which funding is sough		at specific Escarty of Transportation rights for the con		
		ast Project #1	TRA Past Project #2		
Project Name	MacArthur BART Station Transit Village Pla		Bloomington Branch Library		
Development	San Francisco Bay Area Rapid Transit Dist	•	The Related Companies of California, LLC & San Bernardino	County	
Entity	, ,	· · · ·		. ,	
Completion Date	12/1/19		5/1/16		
	MacArthur BART Station Transit Village Pla	aza Improvements, including plaza and frontage	In partnership with the San Bernardino County, The Related	Companies of California, L	LLC
	road improvements, including a redesign of	the exterior public space at the entrance of the	developed a 5-acre site that included 190 affordable housing		
Brief Description		-sensitive design that improves the safety and	Branch Public Library. The 6,712 sq. ft. library included public		
	circulation of the station area for BART pati		studios, computer lab with audio visual capability, childrens re		utles,
	Improvements include a secure 200-space	bike station and new hardscape, seating areas,	private librarian offices, adequete parking, and public bus sto	ρ.	
FAADT FILL			ed by AHSC in not a public entity, an executed	F 1 - 11-1 - 1 - 10	Maria
FAAST File:	Past Exp TRA1, Past Exp TRA2		e satisfactory completion of similar infrastructure	Files Uploaded?	Yes
(42) 10/2 22416 222	f the englishing data the englished	improvements.	his staf and alaim an action in the state on federal south		Vee
		nenced as of the application deadline set forth	bject of any claim or action in the state or federal courts.		Yes
	· ·		ural resource lands for other uses according the Dept. of	Conconvotion's	Yes
	and Monitoring Program (FMMP) websi		ural resource failus for other uses according the Dept. of	Conservations	Yes
		within land designated as agricultural land per	the EMMP tool		_
FAAST File:		nonstrate TRA site is not within land designate		File Uploaded?	Yes
	e that the AHD Project site qualifies as a			The oploaded:	103
	Ann		etermination must demonstrate that the TRA site		
FAAST File:		lifies as an Infill Site (as defined in Appendix A		File Uploaded?	N/A
(21)(A) If approval b		· · · · · · · · · · · · · · · · · · ·	he Project, provide document below. I certify that the TR	A improvements are	
		, policies and plans enforced or implemented			Yes
			pital Project is consistent with all applicable local rules,		N/
FAAST File:	TRA Local Approvals	regulations, codes, policies and plans enforce	ed or implemented by that entity.	Files Uploaded?	Yes
(21)(B) If the TRA F	Project involves demolition of existing ur	its affordable to lower income households, the	e application must demonstrate the replacement of demo	lished units, comparabl	le in
			le units located within comparable access to transit and		
			oosed on any property which includes a parcel or any po		
			dwelling units restricted to lower-income households whether the second se	nich have been vacated	lor
demolished within t	he five year period preceding the applic	ation.			
		TRA Milestones			
	actual or anticipated completion date fo	r the following performance milestones for eac	ch applicable Capital Project. If a milestone is not applic	able to a Capital Projec	ct,
please enter "N/A"					
	5 5	, ,	ose milestones which have previously been met, please		
	, i ii	e provide a projected completion date (MM/YY	() for each of the applicable items below. If not applicable	e to the specific Capital	1
Project, please indi					
Capital Project Mil					Date
	· · ·	veloper of the proposed development detailing	g the terms and conditions of the Project development.		2/31/19
	s) by proposed developer.				N/A
		uding those required under CEQA and NEPA.			/30/20
	sary and discretionary public land use a				/30202
		ons to the appropriate local permitting authorit	y.		/30/21
Commencement of					7/1/21
Construction compl Program funds fully					/30/24
Frogram funds fully	านเรมน์เรียน.		Have all milestone dates be		/30/24
1			nave an innestone dates bee	m entereu above?	Yes

If proposing multiple distinct TRA Capital Projects, prov					ts from each bud					rmine the total	TRA funds reque	sted and cost cap.
					ALL F	UNDING SOUI	RCES					
Cost Category	AHSC TRA Grant	MOHCD / BART	0	0	0	0	0	0	0	0	Sources Total	Comments
		TRA BUDGET	#1 - Installation	of station amen	ities urban greer	ning and transi	it passenger wa	iting area	1	<u> </u>		
nvironmental review/studies					Ŭ	Ŭ	r.	Ĩ			\$0	
Plan Specification and Estimates											\$0	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
eneral design/engineering, construction management, and relat	\$2,237	\$361,713									\$363,950	
Other Soft Costs (Specify):											\$0	
ther Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
otal Soft Costs	\$2,237	\$361,713	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$363,950	
Clearing and Grubbing	,	,,,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			42						\$0	
Demolition	\$140,019	\$111,163									\$251,182	
irading	\$89,043	\$37,567									\$126,610	
oil Stabilization (Lime, etc.)	+,0.0	÷••,001									\$0	
rosion/Weed Control											\$0	
ewatering											\$0	
Other Site Preparation (Specify):											\$0	
otal Site Preparation	\$229,062	\$148,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
anitary Sewer	<i>4223,002</i>	φ140,730	ψŪ	φU	φυ	φU	φυ	φU	ψŪ	φU	\$377,792	
	¢06 404											
rigation Storm Drain	\$86,401										\$86,401 \$0	
Detention Basin/Culverts		\$ 40,500									\$0	
tility Fees		\$12,500									\$12,500	
otal Site Utilities	\$86,401	\$12,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,901	
Aggregate Base											\$0	
sphalt Pavement											\$0	
idewalk, Curb and Gutter											\$0	
street Lights											\$0	
striping/Barricades (Bicycle Facilities)											\$0	
Signage											\$0	
Crossing and Traffic Signals											\$0	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Street Improvements (Specify):											\$0	
otal Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
triping/Barricades (for dedicated bus lanes)											\$0	
idewalk, Curb, and Gutter	\$558,847	\$309,899									\$868,746	
Street Lights		\$45,727									\$45,727	
Signage		\$37,453									\$37,453	
ignaling Prioritization Technology		<i>40.</i> ,100									\$0	
oarding infrastructure											\$0	
eating/Benches	\$469,855	\$58,978									\$528,833	
us/Transit Shelters	ψ-100,000	\$25,000									\$25,000	
Other ITS Technology		φ20,000						1			\$25,000	
Other Transit Station or Stop (Specify):												
											\$0 60	
Other Transit Station or Stop (Specify):	£4.000 700	¢ 477 057	¢o	¢0	¢0	¢0	60	¢0	¢0	<u> </u>	\$0	
otal Transit Station or Stop - Construction	\$1,028,702	\$477,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,505,759	
treet Trees											\$0	
ioswales	444 554										\$0	
andscaping	\$99,572										\$99,572	
other Urban Greening: Trees, Storm water/Planters within Ped c	\$54,026										\$54,026	
Other Urban Greening (Specify):											\$0	
otal Urban Greening	\$153,598	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$153,598	
treet Furniture											\$0	
icycle Repair Kiosks											\$0	
icycle Storage or Parking											\$0	
Prinking Fountains											\$0	
Other Amenities (Specify):											\$0	
other Amenities (Specify):											\$0	
otal Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

If proposing multiple distinct TRA Capital Projects, prov	vide detail for ea	ch Project in se	parate budgets	below. Amoun		dget will autosu FUNDING SOUF		m. The sum will	be used to dete	ermine the total	TRA funds reque	sted and cost cap.
Cost Category	AHSC TRA Grant	MOHCD / BART	0	0	0	0	0	0	0	0	Sources Total	Comments
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Reporting											\$0	
/ehicles											\$0	
Other Capital Costs (Specify):											\$0	
Other Capital Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Fotal TRA #1 Budgeted Project Costs	\$1,500,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	
Urban Greening Details: Costs associated with landscaping and	stormwater featur	res located at the	north side of B	ART TRA improv	ements at the en	trance and waitir	ng area of the sta	ation. No unusual	or extraordinary	circumstances	to note.	
	1			TRA	BUDGET #2 -	(1		1	A A	
Environmental review/studies											\$0	
Plan Specification and Estimates											\$0	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing	ţ,	**	**			**	**	**	**	**	\$0	
Demolition											\$0	
Grading											\$0	
Soil Stabilization (Lime, etc.)										1	\$0	
Erosion/Weed Control										1	\$0	
Dewatering											\$0	
Other Site Preparation (Specify):					<u>^</u>						\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer											\$0	
Irrigation											\$0	
Storm Drain											\$0	
Detention Basin/Culverts											\$0	
Other Site Utilities (Specify):											\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base											\$0	
Asphalt Pavement											\$0	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Striping/Barricades (Bicycle Facilities)											\$0	
Signage											\$0	
Crossing and Traffic Signals											\$0	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)	ψŪ	ψυ	ψυ	ψŪ	ψŪ	ψU	φU	φŪ	φŪ	φυ	\$0	
Sidewalk, Curb, and Gutter											\$0	
											\$0 \$0	
Street Lights												
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Other ITS Technology											\$0	
Other Transit Station or Stop (Specify):											\$0	

					ALL	FUNDING SOUF	RCES					
Cost Category	AHSC TRA Grant	MOHCD / BART	0	0	0	0	0	0	0	0	Sources Total	Comment
ther Transit Station or Stop (Specify):											\$0	
otal Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
treet Trees	φU	φU	φU	φU	φU	φU	φU	φυ	φU	φU	\$0	
ioswales											\$0	
andscaping											\$0	
ther Urban Greening (Specify):											\$0	
ther Urban Greening (Specify):											\$0	
otal Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
treet Furniture											\$0	
cycle Repair Kiosks											\$0	
cycle Storage or Parking											\$0	
inking Fountains											\$0	
ther Amenities (Specify):											\$0	
ther Amenities (Specify):											\$0	
	60	60	¢0	¢0	¢0	¢0	¢0	¢0	60	¢0		
otal Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
ovide Name of Impact Fee											\$0	
ovide Name of Impact Fee											\$0	
tal Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
her Activity Costs (Specify):											\$0	
her Activity Costs (Specify):											\$0	
otal Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
nployee Reporting										· · · ·	\$0	
chicles											\$0	
her Capital Costs (Specify):											\$0	
				-							\$0	
	¢0	60	¢0	¢0	60	<u>¢0</u>	<u>^</u>	¢0	* 0	¢0		
tal Other Capital Asset Costs tal TRA #2 Budgeted Project Costs	\$0 \$0 inary circumstanc	\$0 \$0 es that have resi	\$0 \$0 ulted in higher th	\$0 \$0 an expected proj	\$0 \$0 ect costs; provid	\$0 \$0 e a justification a	\$0 \$0 s to why these c	\$0 \$0 osts are reasona	\$0 \$0 ble.	\$0 \$0	\$0 \$0 \$0	
otal Other Capital Asset Costs otal TRA #2 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
otal Other Capital Asset Costs otal TRA #2 Budgeted Project Costs	\$0	\$0	\$0	\$0 an expected proj	\$0	\$0	\$0	\$0	\$0		\$0	
otal Other Capital Asset Costs otal TRA #2 Budgeted Project Costs rovide Urban Greening Details and explain unusual or extraord	\$0	\$0	\$0	\$0 an expected proj	\$0 ect costs; provid	\$0	\$0	\$0	\$0		\$0	
otal Other Capital Asset Costs otal TRA #2 Budgeted Project Costs rovide Urban Greening Details and explain unusual or extraord nvironmental review/studies	\$0	\$0	\$0	\$0 an expected proj	\$0 ect costs; provid	\$0	\$0	\$0	\$0		\$0 \$0	
otal Other Capital Asset Costs tal TRA #2 Budgeted Project Costs ovide Urban Greening Details and explain unusual or extraord invironmental review/studies an Specification and Estimates	\$0	\$0	\$0	\$0 an expected proj	\$0 ect costs; provid	\$0	\$0	\$0	\$0		\$0 \$0 \$0 \$0 \$0	
otal Other Capital Asset Costs otal TRA #2 Budgeted Project Costs rovide Urban Greening Details and explain unusual or extraordi nvironmental review/studies lan Specification and Estimates ight of way support costs	\$0	\$0	\$0	\$0 an expected proj	\$0 ect costs; provid	\$0	\$0	\$0	\$0		\$0 \$0 \$0 \$0 \$0 \$0 \$0	
otal Other Capital Asset Costs otal TRA #2 Budgeted Project Costs rovide Urban Greening Details and explain unusual or extraord invironmental review/studies an Specification and Estimates ght of way support costs te or right of way acquisition for Cap. Improvement Project	\$0	\$0	\$0	\$0 an expected proj	\$0 ect costs; provid	\$0	\$0	\$0	\$0		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
otal Other Capital Asset Costs otal TRA #2 Budgeted Project Costs rovide Urban Greening Details and explain unusual or extraordu nvironmental review/studies lan Specification and Estimates ight of way support costs te or right of way acquisition for Cap. Improvement Project ther Soft Costs (Specify):	\$0	\$0	\$0	\$0 an expected proj	\$0 ect costs; provid	\$0	\$0	\$0	\$0		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
ball Other Capital Asset Costs ball TRA #2 Budgeted Project Costs rovide Urban Greening Details and explain unusual or extraord hvironmental review/studies an Specification and Estimates ght of way support costs te or right of way acquisition for Cap. Improvement Project ther Soft Costs (Specify): ther Soft Costs (Specify):	\$0	\$0	\$0	\$0 an expected proj	\$0 ect costs; provid	\$0	\$0	\$0	\$0		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
bal Other Capital Asset Costs bal TRA #2 Budgeted Project Costs ovide Urban Greening Details and explain unusual or extraord hvironmental review/studies an Specification and Estimates ght of way support costs te or right of way acquisition for Cap. Improvement Project ther Soft Costs (Specify): ther Soft Costs (Specify): ther Soft Costs (Specify):	\$0	\$0	\$0	\$0 an expected proj	\$0 ect costs; provid	\$0	\$0	\$0	\$0		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	
tal Other Capital Asset Costs tal TRA #2 Budgeted Project Costs ovide Urban Greening Details and explain unusual or extraord invironmental review/studies an Specification and Estimates ght of way support costs te or right of way acquisition for Cap. Improvement Project her Soft Costs (Specify): her Soft Costs (Specify): her Soft Costs (Specify): her Soft Costs (Specify):	\$0 inary circumstanc	\$0 es that have rest	\$0 ulted in higher th	\$0 an expected proj TRA	\$0 ect costs; provid BUDGET #3 -	\$0 e a justification a	\$0 s to why these c	\$0 osts are reasona	\$0 ble.	\$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	
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tal Other Capital Asset Costs tal TRA #2 Budgeted Project Costs ovide Urban Greening Details and explain unusual or extraordi wironmental review/studies an Specification and Estimates ght of way support costs te or right of way acquisition for Cap. Improvement Project her Soft Costs (Specify): her Soft Costs (Specify):	\$0 inary circumstanc	\$0 es that have rest	\$0 ulted in higher th	\$0 an expected proj TRA	\$0 ect costs; provid BUDGET #3 -	\$0 e a justification a	\$0 s to why these c	\$0 osts are reasona	\$0 ble.	\$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	
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ball Other Capital Asset Costs ball TRA #2 Budgeted Project Costs rovide Urban Greening Details and explain unusual or extraording invironmental review/studies an Specification and Estimates ight of way support costs te or right of way acquisition for Cap. Improvement Project ther Soft Costs (Specify): ther Soft Costs (Specify): ther Soft Costs (Specify): ther Soft Costs (Specify): ther Soft Costs (Specify): ball Soft Costs learing and Grubbing emolition rading bil Stabilization (Lime, etc.) rosion/Weed Control ewatering ther Site Preparation (Specify): ball Site Preparation anitary Sewer igation	\$0 inary circumstanc	\$0 es that have rest	\$0 ulted in higher th \$0	\$0 an expected proj TRA S0	\$0 ect costs; provid BUDGET #3 - \$0	\$0 e a justification a	\$0 s to why these c \$0 \$0	\$0 osts are reasona \$0	\$0 ble.	\$0 	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
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tal Other Capital Asset Costs tal TRA #2 Budgeted Project Costs ovide Urban Greening Details and explain unusual or extraord avironmental review/studies an Specification and Estimates ght of way support costs te or right of way acquisition for Cap. Improvement Project her Soft Costs (Specify): otal Soft Costs earing and Grubbing emolition ading bill Stabilization (Lime, etc.) osion/Weed Control wwatering her Site Preparation (Specify): tal Site Preparation unitary Sewer igation orm Drain	\$0 inary circumstanc	\$0 es that have rest	\$0 ulted in higher th \$0	\$0 an expected proj TRA S0	\$0 ect costs; provid BUDGET #3 - \$0	\$0 e a justification a	\$0 s to why these c \$0 \$0	\$0 osts are reasona \$0	\$0 ble.	\$0 	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
tal Other Capital Asset Costs tal TRA #2 Budgeted Project Costs ovide Urban Greening Details and explain unusual or extraord avironmental review/studies an Specification and Estimates ght of way support costs te or right of way acquisition for Cap. Improvement Project her Soft Costs (Specify): osion/Weed Control wwatering her Site Preparation (Specify): her Site Preparation anitary Sewer igation orm Drain etention Basin/Culverts	\$0 inary circumstanc	\$0 es that have rest	\$0 ulted in higher th \$0	\$0 an expected proj TRA S0	\$0 ect costs; provid BUDGET #3 - \$0	\$0 e a justification a	\$0 s to why these c \$0 \$0	\$0 osts are reasona \$0	\$0 ble.	\$0 	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
tal Other Capital Asset Costs tal TRA #2 Budgeted Project Costs ovide Urban Greening Details and explain unusual or extraord wironmental review/studies an Specification and Estimates ght of way support costs e or right of way acquisition for Cap. Improvement Project her Soft Costs (Specify): her Soft Costs (Specify): tal Soft Costs earing and Grubbing molition ading il Stabilization (Lime, etc.) osion/Weed Control ewatering her Site Preparation mitary Sewer gation orm Drain tention Basin/Culverts her Site Utilities (Specify):	\$0 inary circumstanc	\$0 es that have rest \$0 \$0 \$0	\$0 ulted in higher th \$0 \$0 \$0	\$0 an expected proj TRA	\$0 ect costs; provid BUDGET #3 - \$0 \$0	\$0 e a justification a \$0 \$0 \$0	\$0 s to why these c \$0 \$0 \$0	\$0 osts are reasona \$0 \$0 \$0	\$0 ble.	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
tal Other Capital Asset Costs tal TRA #2 Budgeted Project Costs ovide Urban Greening Details and explain unusual or extraord wironmental review/studies an Specification and Estimates ght of way support costs te or right of way acquisition for Cap. Improvement Project her Soft Costs (Specify): tal Stabilization (Lime, etc.) osion/Weed Control watering her Site Preparation anitary Sewer igation orm Drain stention Basin/Culverts her Site Utilities (Specify): that Site Utilities	\$0 inary circumstanc	\$0 es that have rest	\$0 ulted in higher th \$0	\$0 an expected proj TRA S0	\$0 ect costs; provid BUDGET #3 - \$0	\$0 e a justification a	\$0 s to why these c \$0 \$0	\$0 osts are reasona \$0	\$0 ble.	\$0 	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
tal Other Capital Asset Costs tal TRA #2 Budgeted Project Costs ovide Urban Greening Details and explain unusual or extraord vironmental review/studies an Specification and Estimates th of way support costs e or right of way acquisition for Cap. Improvement Project er Soft Costs (Specify): ner Soft Costs (Specify): ner Soft Costs (Specify): ner Soft Costs (Specify): tal Soft Costs aaring and Grubbing molition ading il Stabilization (Lime, etc.) soion/Weed Control watering ner Site Preparation (Specify): tal Site Preparation mitary Sewer gation orm Drain tention Basin/Culverts ner Site Utilities gregate Base	\$0 inary circumstanc	\$0 es that have rest \$0 \$0 \$0	\$0 ulted in higher th \$0 \$0 \$0	\$0 an expected proj TRA	\$0 ect costs; provid BUDGET #3 - \$0 \$0	\$0 e a justification a \$0 \$0 \$0	\$0 s to why these c \$0 \$0 \$0	\$0 osts are reasona \$0 \$0 \$0	\$0 ble.	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
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Dther Capital Costs (Specify): Total Other Capital Asset Costs Forvial TRA #2 Budgeted Project Costs Provide Urban Greening Details and explain unusual or extraord Provide Urban Greening Details and explain unusual or extraord Plan Specification and Estimates Right of way support costs Site or right of way acquisition for Cap. Improvement Project Dther Soft Costs (Specify): Other Soft Costs (Specify): Oratl Soft Costs Clearing and Grubbing Demolition Grading Soil Stabilization (Lime, etc.) Crosion/Weed Control Dewatering Other Site Preparation Sanitary Sewer Grigation Storm Drain Detention Basin/Culverts Dther Site Utilities (Specify): Total Site Utilities Sidewalk, Curb and Gutter Neart Lick Val	\$0 inary circumstanc	\$0 es that have rest \$0 \$0 \$0	\$0 ulted in higher th \$0 \$0 \$0	\$0 an expected proj TRA	\$0 ect costs; provid BUDGET #3 - \$0 \$0	\$0 e a justification a \$0 \$0 \$0	\$0 s to why these c \$0 \$0 \$0	\$0 osts are reasona \$0 \$0 \$0	\$0 ble.	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	

Signage

\$0

If proposing multiple distinct TRA Capital Projects, prov								n. The sum will		ermine the total	TRA funds reque	sted and cost cap.
					ALL	FUNDING SOUF	RCES					
Cost Category	AHSC TRA Grant	MOHCD / BART	0	0	0	0	0	0	0	0	Sources Total	Comments
Crossing and Traffic Signals											\$0	
Roundabouts, median islands or curb extensions										1	\$0	
Other traffic calming surface improvements											\$0	
Other Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)											\$0	
Sidewalk, Curb, and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Other ITS Technology											\$0	
Other Transit Station or Stop (Specify):											\$0	
Other Transit Station or Stop (Specify):											\$0	
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Trees											\$0	
Bioswales											\$0	
Landscaping											\$0	
Other Urban Greening (Specify):											\$0	
Other Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Furniture											\$0	
Bicycle Repair Kiosks											\$0	
Bicycle Storage or Parking											\$0	
Drinking Fountains											\$0	
Other Amenities (Specify):											\$0	
Other Amenities (Specify): Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	
Provide Name of Impact Fee	φU	φU	φU	φU	φU	φU	φU	φU	φU	φU	\$0 \$0	
Provide Name of Impact Fee											\$0 \$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	
Other Activity Costs (Specify):	φU	φU	φU	φυ	φυ	φυ	φυ	φυ	φU	φU	\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	
Employee Reporting	ΨŪ	ψŪ	ψυ	ψŪ	ψυ	ψŪ	ψŪ	ΨU	ΨŪ	Ψ	\$0	
Vehicles										1	\$0	
Other Capital Costs (Specify):											\$0	
Other Capital Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	
Total TRA #3 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Urban Greening Details and explain unusual or extraord	inary circumstanc	es that have res	-		ect costs; provid	-	-	osts are reasona	ble.	· · ·		
Total Soft Costs	\$2,237	\$361,713	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$363,950	
Total Site Preparation	\$2,237 \$229,062	\$361,713	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0	\$377,792	
Total Site Utilities	\$229,062 \$86,401	\$148,730 \$12,500	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0	\$98,901	
Total Complete Streets Improvements - Construction	\$00,401	\$12,500	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0	\$0	\$98,901	
Total Transit Station or Stop - Construction	\$1,028,702	\$477,057	\$0	\$0	\$0 \$0	\$0 \$0	\$0	\$0 \$0	\$0	\$0 \$0	\$0	
Total Urban Greening	\$1,028,702	\$0	\$0	\$0	\$0 \$0	\$0	\$0	\$0 \$0	\$0	\$0	\$1,505,759	
Total Amenities	\$155,598	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0	\$0	\$0	\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	
Total TRA Budgeted Project Costs	\$1,500,000	\$1.000.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	
	φ1,500,000	φι,000,000	φU	φU	ΨŪ	φU	ΨŪ	ΨU	φU	φU	φ ∠, 500,000	

		Balboa Park Upper Yard Programs (PGM) PIN 45585												
	Due sue sue in			PGM Project Sun										
	Programs in	ciude educatio	on, outreach and training programs fo partnerships; and outreach, ed							on; workto	brce developm	ient		
	wer all 3 areas		Program Des	cription			۸dd	ress	City	Zip	County	tt.	ġ	
	ch program, s cell comments		Fiogram Des	scription			Auu	1635	City	Ζip	County	Lat.	Log.	
	Active		ars PODER has been organizing in Latino imr				2340 San	Jose	San Francisco	94112	San Francisco	6	82	
PGM #1	Program: Bicis Pueblo		nd Excelsior District. At Balboa Park Upper Ya loan and bike safety and bike education clini		le dicycles	avaliable on	Avenue					37.7196219	-122.4431582	
PGN	Operator: POI	DER										7.71	22.44	
	Both											e	_	
2	Transit Riders Program: Tra		uni transit passes (unlimited rides) will be pro a rate of \$40 per monthly pass to non-profits				2340 San Avenue	Jose	San Francisco	94112	San Francisco	219	-122.4431582	
PGM #2	Passes	Ī			, , , , , , , , , , , , , , , , , , ,							37.7196219	4431	
Å	Operator: Car											37.7	122.	
_	Program Crea	tion												
#3														
PGM #3														
₽.														
	PGM Eligi	ble Costs §10	03(b) and Ineligible Costs §103(c) -	eligible costs may	y include	e operational	costs fo	r program	ns for the ter	m of the	grant (3 year	rs)		
			de: Both Program creation and Expans						ogram service	and imple	ementation			
			ogram Operator will sustain the Program ar programs for the past 4 years already,						of the AHSC	roquiromo	nts through its			
			e and greater program operating revenue									m its o	on-	
goin	g fundraising ar	nd grant applica	ation activities from both public and privat	te sources as well as	s from in-l	kind donations.					-			
								Budgeted	Cost	t Cap	Overage			
(2) T	otal grant amo	unt for Progran	n Costs within a Project Area cannot exc	eed 30% of the fundi	ing reque	st for the overa				0,000	\$0	,	Ok	
	ect up to \$500,0							\$452,200	\$500	,000	Ф О		UK	
			I funded costs do not include any of the f another feasible, available source of cor			thereof to be	funded by	AHSC or if	f cost is incurr	ed prior to	AHSC award:			
• •		•	tions of transportation infrastructure inclu	•						•	Ai ioo awaiu,			
• •			y housing programs;										Yes	
• •			ond the term of the grant (three years) fo ile or motorcycle parking (excluding elec			ture)								
(0) 0	0313 035001010	a with automot	ine of motorcycle parking (excluding cice	PGM Thresh		,								
(7) F	GM Enforceab	le Funding Cor	nmitments (EFC) See AHSC Guidelines.	Appendix A - Definiti		.,	Enforcea	ble Funding	g Commitment	s (EFC).				
• /	Committed	Č.			ions for ar	explanation of	Enforcea			Ĺ	Required	Ball	oon	
• /	Committed by Full App	le Funding Cor Commitment Date		Appendix A - Definiti Source Type		.,		Interest R	late	Term (#	Required Debt Service	Ball	oon ?	
7) F ELC # 1	Committed	Commitment	Source Name		ions for an Lien	explanation of	Rate	Interest R	ate Type	Term (# of mos.)		7	?	
EFC # 1	Committed by Full App Deadline?	Commitment	Source Name (listed in order of lien priority)	Source Type	ions for an Lien	Amount	Rate	Interest R	ate Type	Term (# of mos.)	Debt Service	7	?	
1 2 3	Committed by Full App Deadline?	Commitment	Source Name (listed in order of lien priority)	Source Type	ions for an Lien	Amount	Rate	Interest R	ate Type	Term (# of mos.)	Debt Service	7	?	
EFC # 1	Committed by Full App Deadline?	Commitment	Source Name (listed in order of lien priority)	Source Type	ions for an Lien	Amount	Rate	Interest R	ate Type	Term (# of mos.)	Debt Service	7	?	
EFC # 1 2 3 4 5 6	Committed by Full App Deadline?	Commitment	Source Name (listed in order of lien priority)	Source Type	ions for an Lien	Amount	Rate	Interest R	ate Type	Term (# of mos.)	Debt Service	7	?	
EFC # 1 2 3 4 5 6 7	Committed by Full App Deadline?	Commitment	Source Name (listed in order of lien priority)	Source Type	ions for an Lien	Amount	Rate	Interest R	ate Type	Term (# of mos.)	Debt Service	7	?	
EFC # 1 2 3 4 5 6	Committed by Full App Deadline?	Commitment	Source Name (listed in order of lien priority)	Source Type	ions for an Lien	Amount	Rate	Interest R	ate Type	Term (# of mos.)	Debt Service	7	?	
EFC # 1 2 3 4 5 6 7 8	Committed by Full App Deadline? Yes	Commitment Date	Source Name (listed in order of lien priority) AHSC PGM Grant	Source Type State-HCD	ions for ar Lien No.	explanation of Amount \$452,200	Rate	Interest R	ate Type	Term (# of mos.)	Debt Service	7	?	
H D H H D H D H H H H H H H H H H	Committed by Full App Deadline? Yes	Commitment Date	Source Name (listed in order of lien priority) AHSC PGM Grant	Source Type State-HCD	ions for ar Lien No.	explanation of Amount \$452,200 \$452,200	Rate Transi	Interest R	tate Type vill not contrin	Term (# of mos.) bute to \$5	Debt Service	GM Caj	P.	
H D H H D H D H H H H H H H H H H	Committed by Full App Deadline? Yes	Commitment Date	Source Name (listed in order of lien priority) AHSC PGM Grant	Source Type State-HCD	ions for ar Lien No.	explanation of Amount \$452,200 \$452,200	Rate Transi	Interest R	tate Type vill not contrin	Term (# of mos.) bute to \$5	Debt Service	GM Caj	P.	
* 3 1 2 3 4 5 6 7 8 9 10 Prov	Committed by Full App Deadline? Yes \$0 \$0 <700 ide a description	Commitment Date	Source Name (listed in order of lien priority) AHSC PGM Grant	Source Type State-HCD L (must equal PGM resulted in higher that	Lien No.	\$452,200 \$452,200 \$452,200 \$452,200 \$452,200 ed project costs	Rate Transi	Interest R	tate Type vill not contrin	Term (# of mos.) bute to \$5	Debt Service	i Annable.	P.	
** 243 1 2 3 4 5 6 7 8 9 10 Prov FAA	Committed by Full App Deadline? Yes \$0 \$0 <700 ide a description ST File:	Commitment Date	Source Name (listed in order of lien priority) AHSC PGM Grant Non-AHSC PGM Funds TOTA r extraordinary circumstances that have to FFC PGM2, EFC PGM3 Supporting doc	Source Type State-HCD Comparison of the Comparis	ions for ar Lien No. <i>I Budget</i> an expecte	state s	Rate Transi	Interest R	tate (ype iill not contrin control contrin control control control co	Term (# of mos.) bute to \$5	Debt Service 00k AHSC PG	nable.	2 D.	
* * 1 2 3 4 5 6 7 8 9 10 Prov FAA (12)	Committed by Full App Deadline? Yes \$0 \$0 \$0 \$0 <70 ide a descriptic ST File: Demonstrate p	Commitment Date	Source Name (listed in order of lien priority) AHSC PGM Grant AHSC PGM Funds Von-AHSC PGM Funds TOTA r extraordinary circumstances that have EFC PGM2, EFC PGM3 Supporting doo by providing evidence of two prior PGM PGM Past Project #1	Source Type State-HCD Comparison of the Comparis	ions for ar Lien No. <i>I Budget</i> an expecte	explanation of Amount \$452,200	Rate Transi	Interest R	tate Type <i>ill not contriu</i> cation as to wind which have built <i>ill Past Projec</i>	Term (# of mos.) bute to \$5	Debt Service 00k AHSC PG	nable.	2 D.	
* * 1 1 2 3 4 5 6 7 8 9 10 Prov FAA (12) Proj	Committed by Full App Deadline? Yes \$0 <700 ide a description ST File: Demonstrate p ect Name	Commitment Date	Source Name (listed in order of lien priority) AHSC PGM Grant AHSC PGM Grant AHSC PGM Funds Von-AHSC PGM Funds TOTA rextraordinary circumstances that have EFC PGM2, EFC PGM3 Supporting doo by providing evidence of two prior PGM PGM Past Project #1 o- Community Bike Clinics	Source Type State-HCD Stat	ions for ar Lien No. <i>I Budget</i> an expecte	explanation of Amount \$452,200 \$452,200 \$452,200 ed project costs GC PGM fundin ed AHSC Proje Bicis Del Pueblo	Rate Transi	Interest R	tate Type <i>ill not contriu</i> cation as to wi which have be <i>I</i> Past Projector are Program	Term (# of mos.) bute to \$5 bute	Debt Service 00k AHSC PG	nable.	2 D.	
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# 2 1 2 3 4 5 6 7 8 9 10 Prov FAA (12) Proj Desc Desc	Committed by Full App Deadline? Yes \$0 <700 ide a description ST File: Demonstrate p ect Name rating Entity f Description	Commitment Date Commitment Date Committed I Committed	Source Name (listed in order of lien priority) AHSC PGM Grant AHSC PGM Grant AHSC PGM Funds TOTA rextraordinary circumstances that have restraordinary circumstances that have	Source Type State-HCD Stat	Lien No.	explanation of Amount \$452,200 \$452,200 \$452,200 \$452,200 \$452,200 ed project costs GC PGM fundin ed AHSC Proje Bicis Del Pueble People Organizi The program se tourists, promote youth, provide b bike tours of the PODER has suc	Rate Transi	ide a justifi ments. e and size, PGM ity Bike Sha and Environr ide shorter-t as a transpo on, and offe District.	tate (ype (ill not contrined (ill not contrined) (ill not contrined)	Term (# of mos.) bute to \$5 bute to \$5 bute to \$5 bute to \$5 bute to \$5 bute to \$5 complexible provide the second second provide the second second provide the second second provide the second provide the second second provide the second provide the second second provide the second provide the second provide the second second provide the second provide t	Debt Service 600k AHSC PG 600k AHSC PG 60	rhood jobs for	p. //A //A t and or ed	
# 3 1 2 3 4 5 6 7 8 9 10 Prov FAA (12) Proj Desce expee Prog Prog	Committed by Full App Deadline? Yes Yes \$0 \$0 <700 ide a description ST File: Demonstrate p ect Name rating Entity f Description ribe the prior rience of the ram Operator	Commitment Date	Source Name (listed in order of lien priority) AHSC PGM Grant AHSC PGM Grant AHSC PGM Funds TOTA rextraordinary circumstances that have re EFC PGM2, EFC PGM3 Supporting doc by providing evidence of two prior PGM PGM Past Project #1 Community Bike Clinics Ing to Demand Environmental and Economic ated to low-income participants to raise awar stice, receive and contribute to coaching on and strengthen their riding skills.	Source Type State-HCD State-HCD Curve Type State-HCD Curve Type Cu	ions for ar Lien No.	explanation of Amount \$452,200 \$452,200 \$452,200 \$452,200 \$452,200 \$452,200 \$452,200 \$6C PGM fundin ed AHSC Proje Bicis Del Pueblc People Organiz The program se tourists, promote youth, provide b bike tours of the PODER has suc for the past 4 ye a dozen loaner t	Rate Transi General Content of Content Search of Content of Content of Content Search of Content of Content of Content Search of Content of Content of Content of Content of Content Search of Content	ide a justifi and size, PGN ity Bike Sha and Environr ide shorter-t as a transpo on, and offe District.	tate	Term (# of mos.) bute to \$5 bute to \$5 butet	Debt Service 500k AHSC PG 500k AHSC PG 50	rhood jobs for theme	p. A A A A A A A A A A A A A	
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# 3 1 2 3 4 5 6 7 8 9 10 FAA (12) Proj Prog with prog with prog (12) Prog (12) Prog (12) Prog (12) Prog (12) Prog (12)	Committed by Full App Deadline? Yes Yes \$0 \$0 <700 ide a description \$0 <700 ide a description \$5T File: Demonstrate p ect Name rating Entity f Description ribe the prior rience of the ram Operator operating ar successful rams. We certify the	Commitment Date	Source Name (listed in order of lien priority) AHSC PGM Grant AHSC PGM Grant AHSC PGM Grant AHSC PGM Funds TOTA rextraordinary circumstances that have to the providing evidence of two prior PGM PGM Past Project #1 PGM past PGM past Project #1 PGM past PGM past	Source Type State-HCD State-HCD Current equal PGM State-HCD State-	ions for ar Lien No.	explanation of Amount \$452,200 \$452,200 \$452,200 \$452,200 ad project costs \$6C PGM fundin ed AHSC Proje Bicis Del Pueblc People Organizi The program se tourists, promote youth, provide b bike tours of the PODER has suc for the past 4 ye a dozen loaner to Group rides and and will not be s	Rate Transi	Interest R I I I I I I I I I I I I I I I I I I I	tate	Term (# of mos.) bute to \$5 bute to \$5 butet	Debt Service 500k AHSC PG 500k AHSC PG 50	rhood jobs for theme	p. A A A A A A A A A A A A A	
# 3 1 2 3 4 5 6 7 8 9 10 Prov FAA (12) Proj Dessc expee with simili prog(22) Plea The The	Committed by Full App Deadline? Yes Yes \$0 \$0 \$0 \$0 \$700 ide a description \$5T File: Demonstrate p ect Name rating Entity f Description ribe the prior rience of the ram Operator operating ar successful rams. We certify the se briefly description	Commitment Date Date Commitment Date Commitment Cal Committed I Committed I Co	Source Name (listed in order of lien priority) AHSC PGM Grant AHSC PGM Grant AHSC PGM Grant AHSC PGM Grant Conserved State Sta	Source Type State-HCD State-HCD Local State-HCD State-HC	Lien No.	explanation of Amount \$452,200 \$452,200 \$452,200 ad project costs 3C PGM fundin ad AHSC Proje Bicis Del Pueblc People Organizi The program se tourists, promote bike tours of the PODER has suc for the past 4 ye a dozen loaner t Group rides and proder has suc for the past 4 ye a dozen loaner t Group rides and a dozen loaner t Group rides and a dozen loaner t Group rides and	Rate Transi Transi s and prov g commit s and prov g commit s and prov commun g to Dema eks to prov b bicycling ike educati Excelsion I ccessfully o aras. Under bikes, and o events are upplanted	Interest R Interest R	tate	Term (# of mos.) bute to \$5 bute to \$5 butet	Debt Service 00k AHSC PG 00k	rhood jobs fc or the wards.	p. A A A A A A A A A A A A A	
# 1 1 2 3 4 5 6 7 8 9 10 FAA (12) Prog Ope Brie Desc expeed prog(22) Plea The prov	Committed by Full App Deadline? Yes Yes \$0 <700 ide a description ST File: Demonstrate p ect Name rating Entity f Description ribe the prior rience of the ram Operator operating ar successful rams. We certify the se briefly descr proposed prog ide 20-30 loane	Commitment Date Commitment Date Commitment C	Source Name (listed in order of lien priority) AHSC PGM Grant AHSC PGM Grant AHSC PGM Grant AHSC PGM Grant Total AHSC PGM Grant Total AHSC PGM Grant Total Total Total rextraordinary circumstances that have I Community Bike Clinics Ing to Demand Environmental and Economic ated to low-income participants to raise awar ustice, receive and contribute to coaching on and strengthen their riding skills. Coccessfully operated this and similar programs phorhoods over the past 4 years. Attendanc is programs. In the Excelsion neighborhood F urday workshop focused on learning and sha vell as strengthening health and lowering the oble without AHSC Program funds, and ot ad Program(s) Activity clude a bike share program and regularl ible to low-income participants for comm	Source Type State-HCD State-HCD L (must equal PGM resulted in higher that cumentation for the C projects similar to th Usustice (PODER) reness of transit and bicycle repairs, get acc throughout several of e at its bi-monthy wort munity members partie PODER instituted "We ring knowledge on bike carbon footorint. Partit ther committed funds Program Need a ly held bike education uter and recreationa	Lien No.	explanation of explanation of Amount \$452,200 \$452,200 ed project costs GC PGM fundin ed AHSC Proje Bicis Del Pueble People Organizi The program se tourists, promote bike tours of the bike tours of the poDER has suc for the past 4 ye a dozen loaner t Group rides and md will not be s diness ety workshops. ces will be mair	Rate Transi Transi s and prov g commitr ct in scop o Commun gt o Dema eks to prov b bicycling ike educati Excelsior I Excelsior I events are upplanted	Interest R Interest R It Passes w It Passe	tate	Term (# of mos.) bute to \$5 bute to \$5 butet	Debt Service 00k AHSC PG 00k	rhood jobs fc	p. A A A A A A A A A A A A A	
# 3 1 2 3 4 5 6 7 8 9 10 FAA (12) Proje Descerte expee Proje Descerte expee Proje Descerte Proje Proje Proje Proje Proje Proje <td>Committed by Full App Deadline? Yes \$0 \$0 \$0 \$0 \$7 ide a description \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$</td> <td>Commitment Date Date Commitment Date Commitment Date Commitment Co</td> <td>Source Name (listed in order of lien priority) AHSC PGM Grant AHSC PGM Grant AHSC PGM Grant AHSC PGM Grant Conserved States of the priority of the states of t</td> <td>Source Type State-HCD State-HCD L (must equal PGM resulted in higher that cumentation for the C projects similar to th Justice (PODER) reness of transit and bicycle repairs, get acc sthroughout several of cat its bi-monthly worf munify members parti PODER instituted "We ring knowledge on bike carbon footorint. Partit ther committed funds Program Need a ly held bike education uter and recreationa med tours of the surre</td> <td>ions for ar Lien No.</td> <td>explanation of explanation of Amount \$452,200 \$452,200 \$452,200 ed project costs GC PGM fundin ed AHSC Proje Bicis Del Pueble People Organizi The program se tourists, promote youth, provide b bike tours of the PODER has suc for the past 4 yea a dozen loaner t Group rides and ind will not be s diness ety workshops. es will be mair eighborhood. F</td> <td>Rate Transi Transi s and prov g commitr s and prov g commitr s and prov g commut g commitr s and prov g commut g commitr s and prov g commitr g commitr s and prov g commitr s and g commitr</td> <td>Interest R Interest R I Passes w I Passes w I Passes w I I Passes w I I I I I I I I I I I I I I I I I I I</td> <td>tate</td> <td>Term (# of mos.) bute to \$5 bute to \$5 bute to \$5 bute to \$5 bute to \$5 bute to \$5 bute to \$5 completed bite some completed bite completed bite some completed bite completed bite bocal expended bite bite bite bite bocal expended bite bite bite bite bocal expended bite bite bite bite bite bite bite bite</td> <td>Debt Service 600k AHSC PG 600k AHSC PG 60</td> <td>rhood jobs fc hore will the visike</td> <td>p. //A t and or ed ffice ately ss.</td>	Committed by Full App Deadline? Yes \$0 \$0 \$0 \$0 \$7 ide a description \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	Commitment Date Date Commitment Date Commitment Date Commitment Co	Source Name (listed in order of lien priority) AHSC PGM Grant AHSC PGM Grant AHSC PGM Grant AHSC PGM Grant Conserved States of the priority of the states of t	Source Type State-HCD State-HCD L (must equal PGM resulted in higher that cumentation for the C projects similar to th Justice (PODER) reness of transit and bicycle repairs, get acc sthroughout several of cat its bi-monthly worf munify members parti PODER instituted "We ring knowledge on bike carbon footorint. Partit ther committed funds Program Need a ly held bike education uter and recreationa med tours of the surre	ions for ar Lien No.	explanation of explanation of Amount \$452,200 \$452,200 \$452,200 ed project costs GC PGM fundin ed AHSC Proje Bicis Del Pueble People Organizi The program se tourists, promote youth, provide b bike tours of the PODER has suc for the past 4 yea a dozen loaner t Group rides and ind will not be s diness ety workshops. es will be mair eighborhood. F	Rate Transi Transi s and prov g commitr s and prov g commitr s and prov g commut g commitr s and prov g commut g commitr s and prov g commitr g commitr s and prov g commitr s and g commitr	Interest R Interest R I Passes w I Passes w I Passes w I I Passes w I I I I I I I I I I I I I I I I I I I	tate	Term (# of mos.) bute to \$5 bute to \$5 bute to \$5 bute to \$5 bute to \$5 bute to \$5 bute to \$5 completed bite some completed bite completed bite some completed bite completed bite bocal expended bite bite bite bite bocal expended bite bite bite bite bocal expended bite bite bite bite bite bite bite bite	Debt Service 600k AHSC PG 600k AHSC PG 60	rhood jobs fc hore will the visike	p. //A t and or ed ffice ately ss.	

Balboa Park Upper Yard Programs (PGM) PIN 45585 The targeted users for the Programs are families and youth residing at Balboa Park Upper Yard and families, youth and community members in the surrounding District 11/Excelsion neighborhood.

Balboa Park Upper Yard Programs (PGM) PIN 45585

What is the issue or need that the Program(s) is attempting to address, and how will it successfully address this issue or need? The PODER Bicis del Pueblo Programs are designed to address the inequity and barriers that prevent low-income and immigrant communities of color from access to affordable, reliable and environmentally conscious transportation, as well as the education and resources to maintain that transportation. The Programs will successfully address the issue of access by providing a fleet of well-maintained bicycles readily available for short-term loan (bike sharing). The Program will address educational needs by implementing a youth bike ambassador program that will teach bike maintenance and leadership skills to a group of resident and neighborhood youth during afterschool and weekend activities. Bike education workshops and bike Describe additional design challenges and development costs incurred to meet the requirements of the Program.

The primary design challenge of the Program included the availability of adequate space for the full suite of program activities and to include bike storage, tool storage, work stations, and classes within the AHD's building ground floor area. The AHD's design team worked through a variety of layout options to ensure the most functional use of available space.

PGM Milestones	
Please provide the actual or anticipated completion date for the following performance milestones for each. If a milestone is not applicable, select "N/A"	
Program Milestone Schedule	Date
Program designed.	9/1/19
Program operator identified.	9/1/19
Obtaining all enforceable funding commitments.	11/1/21
Program operations start.	3/1/24
Identification and commitment of program operator and partners.	2/1/22
Completion of a business or a work plan.	6/1/22
Identification of ongoing support for operation costs beyond grant period.	8/1/23
Program funds fully disbursed	2/1/24
Have all milestone dates been entered above?	Yes

Balboa Park Upper Yard	Programs (PGM)) Sources and Use	es Budget	PIN 45585

If proposing multiple distinct Programs, provide detail for e		the PGM works	neet and in sepa	rate budgets be	low. Amounts	from each buc	dget will autosum at	the bottom. The sum
	will be u	used to determin		I funds requeste FUNDING SOUR				
Cost Category	AHSC PGM Grant	0	0	0	0	0	Sources Total	Comments
Direct Staff Cost 1: Start up Staff Costs	\$90,000	PGM BUDGET	#1 - Active Trans	sportation			\$90,000	
Direct Staff Cost 2 (Specify)	\$90,000						\$90,000	
Direct Staff Cost 3 (Specify)							\$0	
Direct Staff Cost 4 (Specify)							\$0	
Direct Staff Cost 5 (Specify) Total Direct Staff Costs	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0 \$90,000	
Other Indirect Staff Cost (Specify)	\$90,000	3 0	ψŪ	\$ 0	φU	φU	\$90,000	
Other Indirect Staff Cost (Specify)							\$0	
Other Indirect Staff Cost (Specify)							\$0	
Total Indirect Staff Costs Total Staff Costs	\$0 \$90,000	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$90,000	
Travel	\$30,000	φŪ	φU	40	ψŪ	φU	\$0	
Equipment							\$0	
Transit Passes (see cell comment)							\$0	
Supplies - Office Administrative Costs Bicycle Repair Equipment, Supplies and Tools	\$15,500 \$18,250						\$15,500 \$18,250	
Bicycles for Rent/Bike Share	\$18,250						\$25,750	
Rent	\$40,500						\$40,500	
Tenant Improvements	\$75,000						\$75,000	
Other Capital Costs (Specify) Other Capital Costs (Specify)							\$0 \$0	
Other Capital Costs (Specify) Other Capital Costs (Specify)							\$0	
Total Other Capital Costs	\$175,000	\$0	\$0	\$0	\$0	\$0	\$175,000	
Total PGM #1 Budgeted Project Costs	\$265,000	\$0	\$0	\$0	\$0	\$0	\$265,000	
Direct Staff Cost 4 (Cost - 16.)		PGM BUDGE	T #2 - Transit Ri	idership				
Direct Staff Cost 1 (Specify) Direct Staff Cost 2 (Specify)							\$0 \$0	
Direct Staff Cost 3 (Specify)							\$0	
Direct Staff Cost 4 (Specify)							\$0	
Direct Staff Cost 5 (Specify)							\$0	
Total Direct Staff Costs Other Indirect Staff Cost (Specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	
Other Indirect Staff Cost (Specify) Other Indirect Staff Cost (Specify)							\$0	
Other Indirect Staff Cost (Specify)							\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Equipment		1					\$0 \$0	
Transit Passes (see cell comment)	\$187,200						\$187,200	
Supplies (Specify)							\$0	
Supplies (Specify)							\$0	
Other Capital Costs (Specify) Other Capital Costs (Specify)		1					\$0 \$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify) Total Other Capital Costs	\$187,200	\$0	\$0	\$0	\$0	\$0	\$0 \$187,200	
Total PGM #2 Budgeted Project Costs	\$187,200	\$0	\$0	\$0	\$0	\$0 \$0	\$187,200	
	÷,200		BUDGET #3 -	· · · ·	++			
Direct Staff Cost 1 (Specify)							\$0	
Direct Staff Cost 2 (Specify) Direct Staff Cost 3 (Specify)							\$0	
Direct Staff Cost 4 (Specify)							\$0 \$0	
Direct Staff Cost 5 (Specify)							\$0	
Total Direct Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Indirect Staff Cost (Specify)							\$0	
Other Indirect Staff Cost (Specify) Other Indirect Staff Cost (Specify)							\$0 \$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel							\$0	
Equipment Transit Passes (see cell comment)							\$0 \$0	
Supplies (Specify)							\$0	
Supplies (Specify)							\$0	
Other Capital Costs (Specify) Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify) Other Capital Costs (Specify)							\$0 \$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
							\$0	
Other Capital Costs (Specify)		\$0	\$0	\$0	\$0	\$0 \$0	\$0 \$0	
Total Other Capital Costs	\$0	60	60					
	\$0 \$0	\$0 TOTAL PRO	\$0 GRAM (PGM) BI	\$0 UDGET	\$0	φŪ	\$ 0	
Total Other Capital Costs			\$0 GRAM (PGM) BI \$0		\$0	\$0	\$0	
Total Other Capital Costs Total PGM #3 Budgeted Project Costs Total Direct Staff Costs Total Indirect Staff Costs	\$0 \$90,000 \$0	TOTAL PRO \$0 \$0	GRAM (PGM) B \$0 \$0	UDGET \$0 \$0	\$0 \$0	\$0 \$0	\$90,000 \$0	
Total Other Capital Costs Total PGM #3 Budgeted Project Costs Total Direct Staff Costs	\$0 \$90,000	TOTAL PRO \$0	GRAM (PGM) BI \$0	UDGET \$0	\$0	\$0	\$90,000	

	Ba	boa Park Upper Yard Quantitative Policy Scoring §107 PIN 45585	
		55 Points Max (points in blue shaded cells) Total Quantitative Self S	CORE 46.0
		Active Transportation Improvements §107(b) - 10 Points Max	8
	ext Sensitive Bikeways (PAM)		
. .	,	t Sensitive Bikeways (from STI Worksheet): 0.40	1
., ,		Station or Stop to an existing bicycle network or a bicycle network identified in an official public planning	
		must be directly linked by a new AHSC funded Context Sensitive Bikeway that has an entry point within one quarter mile p. The existing or planned bicycle network does not have to be comprised of Context Sensitive Bikeways 1 point	Yes 1
	Qualitying transit station of Sta		
EAAST File	Biovolo Notwork Connectivi	Identify the Project component that links the AHD or Qualifying Transit Station or Stop to a bicycle	odod2 Voo
FAAST File:	Bicycle Network Connectivi	ry network on the Transit Service Map (from Overview worksheet). Upload the official public planning File Uplo document including map showing connectivity.	aded? Yes
(3) Barriers to safe	access of bicycle routes - 2 n	bints max (one point for each)	
	vill address safe access of route		2
		Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic	-
		conditions and traffic projections from a Public Agency: photos of existing conditions that demonstrate	
FAAST File:	Safe Bicycle Routes	existing problems with the bikeway; or a letter from a Public Agency that explains the current problems	aded? Yes
		with the bikeway, and how the proposed improvement will fix it.	
(4) Length of Safe a	and Accessible Walkways (PA		
		dewalks and TRA sidewalks improved (from STI & TRA Worksheets): 4,007	2
		wo pedestrian networks - 1 point	
· /		t directly links two pedestrian networks that are unlinked for one quarter mile: none	0
	Pedestrian Network	PAM - identify a pedestrian crossing point that directly links two pedestrian networks that are unlinked	
FAAST File:	Connectivity	for one quarter mile along a walkable route.	aded? N/A
(6) Barriers to safe	access of pedestrian routes -	2 points max (one point for each)	
Select how Project w	vill address safe access of route	Eliminate potential conflict points	2
		Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic	
FAAST File:	Safe Pedestrian Routes	conditions and traffic projections from a Public Agency; photos of existing conditions that demonstrate	aded? Yes
	Sale Pedestilan Routes	existing problems with the walkway; or a letter from a Public Agency that explains the current problems	aded
		with the walkway, and how the proposed improvement will fix it.	
		Green Buildings and Renewable Energy §107(c) - 8 Points Max	3
	Status - 3 points max	Construction Type (select type that gives max pts): Residential Construction	3
Green building statu	is beyond mandatory green build	ing requirements as verified by a HERS rater: Green Point Rated Gold for New Construction	3
FAAST File:	Green Building Status	Provide signed letter from a HERS rater stating the green building status. File Uplo	aded? Yes
	e Reductions as verified by a		
07 0	uction level, measured as total o	none	0
	verified by a certified design pr	itessional:	
FAAST File:	Energy Grid Reductions	Provide signed letter from a HERS rater stating the energy grid reductions. File Uplo	
		Housing and Transportation Collaboration §107(d) - 9 Points Max	7
. /		AHSC Requested - 6 points max	
AHD & HRI Requested		quested: \$8,000,000 Total AHSC Funds Requested: \$29,952,200	27% 6
(2) TRA Funds Req		ation or Stop) as percentage of Total AHSC Requested - 2 points max	
TRA Req: \$1,500,	000 TRA (Transit Station or Stop) \$1,0	28,702 Total AHSC Funds Requested: \$29,952,200 TRA (Transit Station/Stop) Funds Req as % of Total AHSC Req: 3% TRA Funds Requested as % of Total AHSC Requested:	5% 1
(3a) Funding from		ion Fund (GGRF) Program, which directly benefit or contribute to Project's development - 1 point max or see (3b) below
	ject has received funding from:	none Funding Amount:	0
<u> </u>	,,,,,,,	e proof of funding: Notice of Final award (must include amount of program funding awarded and date of	
FAAST File:), or documentation detailing how the funds received from said Program will contribute to the development File Uplo	aded? N/A
		AHSC Project.	
(3b) Within environ	mentally cleared High Speed	Rail Station Planning Area - 1 point max	
Is Project within env	ironmentally cleared High Speed	Rail Station Planning Area? No	0
FAAST File:	High Speed Rail Area Docur	nent Project's location within environmentally cleared High Speed Rail Station Planning Area. File Uplo	aded? N/A
	Lo	cation Efficiency and Access to Destinations §107(e) - 6 Points Max	6.0
(1) Location Efficie	ency - Walkability - 3 points n	Enter Project address (or Project's center most point if no specific address exists) on <u>US EPA Walkability Index</u> to determ	ine Walkability.
Project address or c	corridor: 2340 San Jose Aver	ue, San Francisco, 94112 Walkability Index: Most Walkable	3
(2) Location Efficie	ency to Key Destinations (PAN	333 points each; 3 points max (for each item below, answer Yes or No as to if these Key Destinations are within the	
Project Area)			
-		es Licensed child care facility: Yes Public library: Yes Bank or Post Office	
		es Pharmacy: Yes Office park: No Place of Worship	o: Yes 3.0
Public elementary, n	niddle or high school:	es Park-accessible to general public: Yes University or junior college: Yes	
		Funds Leveraged §107(f) - 4 Points Max	4
Non-AHSC Enforceab	le Funding Commitments (EFC):		74%
		Anti-Displacement Strategies §107(g) - 5 Points Max	5
		rograms, or are located in jurisdictions with policies, strategies or programs that currently exist # of Strategie	
		residents from the area surrounding the Project - 1 point per strategy - 3 points max Implemented	d C C
		ect "Yes" for each strategy implemented)	
	•	no net loss of units on site according to affordability	
-	urn policies that include moving	•	
•	5	s or other pertinent organization to address indirect or direct displacement in neighborhoods near the proposed project (e.g	g.,
	munity land trust, multi-lingual te		
		g nearby neighborhoods, a Disadvantaged Community or a Low-Income Community	
		"Yes" for each strategy implemented)	n sites
	ant to Gov. Code §65583.2(g)(3)	eas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies of	i siles
		red by California Civil Code 1946.2	Yes
	· · · · · ·	ant stability beyond what is required by California Civil Code 1946.2	res
) in cumulative allocations, affirmative marketing strategies and policies dedicated to the conservation and improvement o	f
		Ids (e.g., acquisition/rehabilitation, community land trusts, land banking, mobilehome park overlay zones, single room	Yes
occupancy prese	ervation ordinances, affordable l	ousing or commercial linkage fees). Different strategies captured within this bullet point are each eligible for points.	

Balboa Park Upper Yard Quantitative Policy Scoring §107 PIN 45585											
Fund	dina program	ms of at least \$1M in			,						
	01 0	ations (enter program name									
and	type of prog	gram)									
Affir	mative mark	keting strategies and policies									
		conservation and									
		housing for lower and									
		e households - e.g., bilitation, community land									
		king, mobile home park									
over	lay zones, s	single room occupancy									
		linances, affordable housing									
		nkage fees. <i>(enter general</i>									
uest	inplion of sl	rategy/policy)						1 11			
FAA	ST File:	Anti-Displacement	Resident b	Document who is responsible for e prief explanation or a web link to th of the strategy, policy, or program.						ile Uploaded	? Yes
(2) F	Projects de	monstrating policies, strate	gies or program	is that either currently exist or v	vill be implen	nented through			Numbe	r of	
	-		•	businesses from the area surro	-	•			Numbe	why	
-				exists or is newly implemented the	•		Existing	1	Implemen		2
-		policies, strategies, or progra		e currently existing and one newly	implemented	through this Project,	Strategies:		Strateg	ies:	
	our newly in	ipiernented through this i toje	ct I point per	strategy - 2 points max	Existing	Establishment of a	small business	advocate	office and	ingle point o	f contact
		Implementation of an overlay	zone to protect a	and assist small businesses	Strategy	for every small bus		arrouald	sinoc and i		
		Creation and maintenance of	a small business	alliance	Will be	Increased visibility		n's email l	husiness	eietanco pro	drame
-					Implemented	-	-			-	-
	Will be blemented	Formal program to ensure the goods and services come fror		of a jurisdiction's purchases of		Prioritization of Mir contracting	iority and Wome	en Busines	ss ⊢nterpri	ses (MWBE)	tor public
Imb	nemented	goods and services come from		es Document who is responsible for e	ach stratogy u	J	aimod and inclu	do oithor c			
FAA	ST File:	Anti-Displacement	Business b	brief explanation or a web link to the of the strategy, policy, or program.						ile Uploaded	? Yes
				Prohousing Local Policies §1	07(h) - 2 Po	nts Max					2
App	licant certi	fies that the Project is locate		ns that meet the following Proh			he Strategy for	rm below			
		gy) - 1 point per strategy - 2	-	-	-	· ·			# of S	trategies 2	
a.			•	ce infrastructure with accompanyir	ng increased h	ousing capacity or lo	ocal financial inc	entives fo	r housing,	ncluding, but	t
.		to, a local housing trust fund o									
b.				esidential and mixed-use develop			mily housing, e	stablished	workforce	housing	Yes
			-	ousing sustainability districts, as d sites at higher densities than is rec		-		ional hour	ing poods	allocation for	
c.	•	ome allocation in the current h	•				e minimum reg	ional nous	ing needs a		
				hanisms that reduce barriers for p	roperty owner	s to create accessor	v dwellina units	bevond th	e requirem	ents outlined	1
		de §65852.2 as follows:		······			,	,			
	- Parking re	eductions to 0.75 or less space	es per accessory	/ dwelling unit in areas not already	exempt from	parking pursuant to	Gov. Code §658	352.2;			
		e waivers or reductions of 50%									
		I approval in less than 60 days	,	r aida vard aathaaka ta fiya faat a							Yes
d.		n or modifications of developm		or side yard setbacks to five feet of two story heights:	1655,						165
		n or modifications of developm									
		um lot size requirement;									
		s for affordability; or									
	-	support programs such as a us	-					<u> </u>			
e.	Only use o	bjective design standards for i	multitamily reside	ential development or adopt fee tra			-			norozze !	unn be
	Select			Enter link to source docum		mated Outcomes - er of units), timing (
	tegy Type	Strategy Descr	iption	and description of where t	ne cost	s per unit), entitlen					
(fro	m above)			document can be accesse	d.	• •	ding (dollar va	•			- // -
		Initiative Ordinance- Planni	ng Code-	https://sfgov.legistar.com/V	iew. • Up to 3	,000 new units allow				in public zoni	ing
(b) Non-	Affordable Homes for Education		ashx?M=F&ID=7977063&GU	ID= districts,	except on property u		Ū			
		Families Now (Prop E)		A5C7DE0C-E4A6-		ng the total number					for
	pproval			4C07-90FE-53F6CE0DE6E0		from the Planning D			• •		
Pr	ocesses				-	to administratively a without review by th				or nousing	
		Planning, Administrative Co	odes -	https://sfplanning.org/acces		the permit process			f 900 appli	ations	
		Construction of Accessory		y-dwelling-units#about		ize over 340 unwarra		•			
• •	Accesory		2	,	Logian						
	welling			https://sfdbi.org/adu							
01	its (ADU)										

Balboa Park Upper Yard Quantitative Policy Scoring §107 PIN 45585																	
Local Workforce Development & Hiring Practices §107(i) - 2 Points							2										
(1) Projects that implement at least one workforce development strategy - 2 points, Projects in which every AHSC project component cannot legally implement local hire or workforce development strategies must include an explanation detailing these barriers in order to receive full points.																	
Establishing a partnership with a community-based workforce development and job training entities that have a track record of success serving disadvantaged populations and/or have demonstrated a high job placement rate among trainees from disadvantaged communities																	
Partnerships with pre-apprenticeship programs, state certified community conservation corps programs, "earn-while-you-learn" programs, YouthBuild programs, and/or registered apprenticeship programs that lead to industry recognized credentials, certifications and/or references for long term employment and that have a track record of success in serving low income residents																	
Partnerships with	local W	orkforce In	vestment Boa	ard progra	ams servi	ng disa	dvantage	ed popu	ulations	or indiv	iduals	with barrie	ers to	o employment			
Projects that hav ordinances that o			,		rkforce, o	r high-ro	oad agree	ements	s with ta	rgeted I	ocal hi	re specific	catio	ns OR that are located in juri	sdictio	ns with local hire	Yes
FAAST File:		Workforce	e Developme	nt the	e name o	f the org	anizatior	n(s) the	ey are p	artnerin	g with,	the demo	ograp	nt or hiring practice and inclu phic data on the population th policy undertaken.		File Uploaded?	Yes
Housing Affordability §107(j) - 5 Points Max						5											
Total AHD Units	Restricte	ed to Extre	mely Low Inco	me (ELI)	Househo	olds:	27	To	otal AHD	Units:	131	ELI F	Restr	ricted AHD Units as a % of T	otal Al	HD Units: 21%	
						Pro	grams §	§107(I	k) - 2 P	oints N	lax						2
(1) AHSC Funded Eligible Program - 1 point																	
Proposed Eligible	0				ation Prog												1
(2) Applicant Provided Program Documentation - 1 point (if Yes attach FAAST documentation) Program Operator will sustain the program beyond the term of the AHSC Program grant (three years)? Yes																	
Program Operato	or will su	stain the p	rogram beyon				0 0	(,	,				- h		Yes	1
FAAST File:		Program	Continuation	n 1	ocument s ogram gr	0		0	am Opei	ator wi	i susta	in the pro	gram	n beyond the term of the AHS	sc	File Uploaded?	Yes
						Urban	Greenir	ng §1	07(l) - 2	Point	s Max						2
Urban Greening	costs:	AHD:	\$192,557	HF	RI: 9	60	ST	l: \$	47,272		RA:	\$153,59	8	Total Urban Green Costs:	•	\$393,427	

	Balboa Park Up	oper Yard Narrative-Based Scoring §107(m)(n)(o)(p) - 15 Points Max PIN 45585					
For this section, ap	plicants must include a PDF attac	chment of a write-up that addresses the following questions and prompts below and in the Guidelines. Please	e include the bolded	headers			
	listed below for each section of the write-up; the questions should not be re-stated in the write-up. The total write-up may not exceed six pages, not including required documentation, 11						
point font minimum	. Ensure that all relevant informat	ion for each section is included either in the response for that section, or the required documentation for that	section.				
		Provide a response to each prompt listed below. Each prompt is designated by *Narrative. The					
FAAST File:	Narrative	responses must be uploaded as a PDF and must not exceed 6 pages. See <u>Narrative Scoring Rubric</u>	File Uploaded?	Yes			
		document for guidance in completing Narratives.					
		Collaboration & Planning - §107(m) - 4 Points					
(1) Local Planning	Efforts *Narrative						
Identify what local planning efforts the project implements, and if applicable, describe what particular components of the project are derived from a local plan. Explain how local governm							
agencies were involved in the process of creating the project. Refer to Section 107(m)(1) of the Guidelines for further guidance.							
FAAST File:	Local Planning Efforts	Indicate the applicable section or elements of the local planning document Project will implement.	File Uploaded?	Yes			
	ransportation Collaboration *N						
		s or partners that worked together to create the proposed AHSC project. Explain the process involved in cor		ate a			
larger version for th	e Project Area (PAM). Describe 1	the integration of housing, transportation, and urban greening infrastructure components in creating a cohesi	ve Project.				
FAAST File:	Site Plan & Project Map	Provide a site plan and project area map (or context plan) detailing housing and transportation	File Uploaded?	Yes			
		collaboration.	-1				
		Community Benefits & Engagement - §107(n) - 6 Points					
(1) Community Engagement and Leadership *Narrative							
Describe how community-based organizations and local residents have been meaningfully involved in the visioning and development of this project. Explain in which stage(s) of the process							
		be engaged. Describe efforts to involve Disadvantaged and/or Low-Income Community residents, including I	now meetings were				
advertised and mad							
FAAST File:	Community Tracker	Provide a completed AHSC Round 5 Community Engagement Tracker	File Uploaded?	Yes			
. /	mmunity Needs *Narrative						
		s one or more identified community needs, articulating how these needs were identified (e.g. through the con	, , ,				
	•	I health department plan or other city/county plan, etc.). Address community needs beyond the provisions of ty or Low-Income Community, applicants are also encouraged to cite top burdens from their CalEnviroScre					
needs that their pro	-		en 5.0 score as con	minumity			
		Letter of support from local community-based, grassroots organization describing the community					
FAAST File:	Community Needs	engagement process and how feedback from local residents was incorporated into the project.	File Uploaded?	Yes			
		Community Climate Resiliency - §107(o) - 3 Points					
(1) Climate Adapta	ation Assessment Matrix						
. /		nk below) with climate projections for the listed impacts and with technical descriptions of adaptive measure	s to be employed. If	the			
		ources besides those listed below, state where the data are from and if they use different assumptions (e.g.					
FAAST File:	Climate Matrix	AHSC Round 5 Climate Adaptation Assessment Matrix	, File Uploaded?	Yes			
(2) Climate Adaptation *Narrative							
· /	Describe how the risk posed from changing climate conditions will be reduced by strategies listed in the Climate Adaptation Assessment Matrix. Consider the lifetime of Project elements,						
		sequences of those risks (impacts to occupant health and safety, structural integrity, heating and cooling sys					
		neral Plan or other local planning documents, describe how the Project conforms to the implementation of th					
section (5302(g)(4)), requires cities and counties to incorporate climate considerations in the Safety Element of the General Plan or other local plan or document by January 1, 2022).							
Separate responses according to climate impacts.							
	Co	ommunity Air Pollution Exposure Mitigation §107(p) - 2 Points Max					
(1) Air Pollution E	xposure Mitigation Strategies *	Narrative					
Air Pollution Exposure Mitigation Strategies: Identify pollutants of concern and/or known sources of pollution affecting the Project Area. Report the PM2.5, Diesel PM, Toxic Releases to Air,							

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

Plea	Application Development Team (ADT) Support Form Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. A member of the Application Development Team will							
	respond to your request within ASAP.							
Full Nam	ne:				Date Requested:	Vers	ion Date:	
Organiza								
Justificat	tion:							
Issue	Program						ADT	Status
#	Name &	Tab	Section	Cell#	Update/Comment	Urgency	Status	Date
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

AHSC R	ound 5 Document Ch	necklist			
AHSC - Supplemental Application Workbook					
Overview TAB					
FAAST File:		Submitted	Comments		
AB 1550		Yes	Uploaded		
Project Area Map	Yes	Uploaded			
Transit Service Map	Yes	Uploaded			
Transit Service Schedule	Yes	Uploaded			
MPO Support Doc	Yes	Uploaded			
SCS or Equiv Regional Plan	Yes	Uploaded			
Reloc Plan		Yes	Uploaded		
Hsng Element Letter		Yes	Uploaded		
Indian Tribe	n/a				
STI TRA Agrmnt		Yes	Uploaded		
Applicant Documents (if more than two applicants contin	nue attachements as App3	, App4, and			
App1 Cert & Legal		Yes	Uploaded		
App2 Cert & Legal		Yes	Uploaded		
App1 Reso		Yes	Uploaded		
App2 Reso		Yes	Uploaded		
Resolutions***					
1. Entity Name (identity of the contracting party or borrower)	and Entity Type (corporation	, non-profit, f	or-profit, LLC, etc.).		
 Name & Title of Signatory(ies)**** NOTE: Name and title of authorized signatory(ies) is preferred acceptable), supporting documentation evidencing the individed and the second sec	dual who currently holds the				
 Language authorizing Signatory(ies) to sign Standard Agree Amendment Provision included. 	eement.				
 6. Aggregate dollar amount (should be equal to or greater that 7. Person attesting validity of resolution (must be someone or an attesting validity) 					
8. The meeting date authorizing resolution.		to orgin oran			
9. All votes taken at meeting authorizing resolution (ayes, no	's, absent, vacant).				
10. Project name as it appears on AHSC application.		<u> </u>			
* The General Partner and Limited Partner who are members documents based on the type of entity they are.	s of the Limited Partnership v	will also need	to submit applicable organizational		
** Organizational documents for the manager of the LLC if ar	n entity other than an individu	ual.			
*** These are minimum requirements for a resolution. Update	es can be requested once a i	review is con			
**** Ensure when identifying the Signatory(ies), if more than a	one is listed, that "and" or "o				
App1 OrgDoc1		Yes	Uploaded		
App2 OrgDoc1		Yes	Uploaded		
Applicant Organizational Documents (submit documenta	ation for each as App1, App	o2, etc)			
Entity Type Limited Partnership (L.P.)*	FAAST File:	Submitted	Comments		
Certificate of Limited Partnership (LP-1)	App1 OrgDoc1				
LP-2 (IF Applicable)	App1 OrgDoc2				
Loan Authorization	App1 OrgDoc3				

AHSC R	ound 5 Document Cl	necklist	
Certificate of Limited Partnership	App1 OrgDoc4		
Certificate of Standing from Secretary of State	App1 OrgDoc5		
Limited Partnership Agreement	App1 OrgDoc6		
All Amendements to Limited Partnership Agreement	App1 OrgDoc7		
Corporations	FAAST File:	Submitted	Comments
Articles of Incorporation, with all amendments	App1 OrgDoc1		
By-Laws, with all amendments	App1 OrgDoc2		
Certiificate of Status from Secretary of State	App1 OrgDoc3		
Evidence of tax-exempt status from FTB	App1 OrgDoc4		
Evidence of tax-exempt status from IRS	App1 OrgDoc5		
Limited Liability Company (LLC)**	FAAST File:	Submitted	Comments
LLC-1	App1 OrgDoc1		
Articles of Organization, with all amendments	App1 OrgDoc2		
Operating Agreement, with all amendments	App1 OrgDoc3		
Certificate of Status from Secretary of State	App1 OrgDoc4		
FAAST File:			
App1 OrgChart	Yes	Uploaded	
App2 OrgChart	Yes	Uploaded	
App1 Signature Block		Yes	Uploaded
App2 Signature Block		Yes	Uploaded
App1 Payee Data or TIN		Yes	Uploaded
App2 Payee Data or TIN		Yes	Uploaded
Development Team Documents	1	1	1
Owner/Borrower Entity**	FAAST File:	Submitted	
Certification & Legal Disclosure (wet signature required)	Owner Cert & Legal	Yes	Uploaded Uploaded
Resolutions	Owner Reso	Yes	
Organizational Documents (see above)	Owner OrgDoc	Yes	Uploaded
Organizational Chart	Owner OrgChart	Yes	Uploaded Uploaded
Signature Block	Owner Signature Block	Yes	Uploaded
Payee Data Record (STD 204) (wet signature required)	Owner Payee Data	Yes	
Managing General Partner** Certification & Legal Disclosure (wet signature	FAAST File:	Submitted	Comments Uploaded
required)	MGP Cert & Legal	Yes	
Resolutions	MGP Reso	Yes	Uploaded Uploaded
Organizational Documents (see above)	MGP OrgDoc MGP OrgChart	Yes	Uploaded
Organizational Chart	Yes	opicaucu	

	ound 5 Document Cl	necklist	
Signature Block	MGPSignature Block	Yes	Uploaded
Payee Data Record (STD 204) (wet signature required)	MGP Payee Data or TIN		Uploaded
Administrative General Partner #1**	FAAST File:	Yes Submitted	Comments
Certification & Legal Disclosure (wet signature required)	AGP Cert & Legal		Uploaded
Resolutions	AGP Reso		Uploaded
Organizational Documents (see above)		Uploaded	
Organizational Chart	Yes	Uploaded	
Signature Block	AGP Signature Block	Yes	Uploaded
Payee Data Record (STD 204) (wet signature required)	AGP Payee Data or TIN	Yes	Uploaded
Administrative General Partner #2**	FAAST File:	Submitted	Comments
Certification & Legal Disclosure (wet signature required)	AGP2 Cert & Legal	n/a	
Resolutions	AGP2 Reso	n/a	
Organizational Documents (see above)	AGP2 OrgDoc	n/a	
Organizational Chart	AGP2 OrgChart	n/a	
Signature Block	AGP2 Signature Block	n/a	
Payee Data Record (STD 204) (wet signature required) AHD-HRI TAB	AGP2 Payee Data or TIN	n/a	
FAAST File:		Submitted	Comments
Net Density Verification			Uploaded
Cap Improvements Req		n/a	
SFH Lease Addendum			SFH Lease Addendum will be provided at a later date.
AHD Environmental		Uploaded	
		Yes	
AHD Auth to Use Grant Funds			Uploaded
AHD Auth to Use Grant Funds AHD Market Study		Yes Yes	Uploaded
		Yes Yes Yes	Uploaded Uploaded
AHD Market Study		Yes Yes Yes Yes	Uploaded Uploaded Uploaded
AHD Market Study AHD Site Control	1, AHD2, etc)	Yes Yes Yes Yes Yes	Uploaded Uploaded Uploaded Uploaded
AHD Market Study AHD Site Control AHD Preliminary Title Report	1, AHD2, etc)	Yes Yes Yes Yes Yes	Uploaded Uploaded Uploaded
AHD Market Study AHD Site Control AHD Preliminary Title Report Past Exp AHD1 (submit documentation for each as AHD	1, AHD2, etc)	Yes Yes Yes Yes	Uploaded Uploaded Uploaded Uploaded
AHD Market Study AHD Site Control AHD Preliminary Title Report Past Exp AHD1 (submit documentation for each as AHD AHD No Ag	1, AHD2, etc)	Yes Yes Yes Yes Yes	Uploaded Uploaded Uploaded Uploaded
AHD Market Study AHD Site Control AHD Preliminary Title Report Past Exp AHD1 (submit documentation for each as AHD AHD No Ag AHD Ag Infill	1, AHD2, etc)	Yes Yes Yes Yes Yes n/a	Uploaded Uploaded Uploaded Uploaded
AHD Market Study AHD Site Control AHD Preliminary Title Report Past Exp AHD1 (submit documentation for each as AHD AHD No Ag AHD Ag Infill HRI Environmental	1, AHD2, etc)	Yes Yes Yes Yes Yes n/a n/a	Uploaded Uploaded Uploaded Uploaded
AHD Market Study AHD Site Control AHD Preliminary Title Report Past Exp AHD1 (submit documentation for each as AHD AHD No Ag AHD Ag Infill HRI Environmental HRI Auth to Use Grant Funds	1, AHD2, etc)	Yes Yes Yes Yes Yes n/a n/a n/a	Uploaded Uploaded Uploaded Uploaded

HRI No Ag HRI Ag Infill		
	n/a	
HRI Local Approvals	n/a	
	n/a	Uploaded
Article XXXIV Attorney Opinion	Yes	Uploaded
Article XXXIV Authority	Yes	
Tax Credit Reservation	No	
AHD-HRI Dev Sources TAB FAAST File:	Submitted	Comments
EFC AHD HRI1 (submit documentation for each as HRI1, HRI2, etc)	Yes	EFC AHD3, 4, 5, 6, and 16 Uploaded
AHD Units & Max Funds TAB FAAST File:	Submitted	Comments
Utility Allowance (substantiate amount used per local housing authority)		Uploaded
STI TAB	Yes	
FAAST File:	Submitted	Comments
STI Cap Project Cost	n/a	EFI STI 2-8, 9 Uploaded.
EFC STI1 (submit documentation for each as STI1, STI2, etc)	Yes	
STI Environmental	Yes	Uploaded
STI Auth to Use Grant Funds	n/a	
STI Site Control	Yes	Uploaded
Past Exp STI1 (submit documentation for each as STI1, STI2, etc)	Yes	Uploaded
STI No Ag	Yes	Uploaded
STI Ag Infill		
STI Local Approvals		Uploaded
TRA TAB	Yes	
FAAST File:	Submitted	Comments
TRA Cap Project Cost	n/a	
EFC TRA1 (submit documentation for each as TRA1, TRA2, etc)	n/a	
TRA Environmental	n/a	
TRA Auth to Use Grant Funds	n/a	
TRA Site Control	Yes	Uploaded
Past Exp TRA1 (submit documentation for each as TRA1, TRA2, etc)	Yes	Uploaded
TRA No Ag		Uploaded
TRA Ag Infill	Yes	
TRA Local Approvals	n/a	Uploaded
PGM TAB	Yes	
FAAST File:	Submitted	Comments
EFC PGM1 (submit documentation for each as PGM1, PGM2, etc)	n/a	

AHSC R	necklist		
Quantitative Policy TAB FAAST File:	Submitted	Comments	
Bicycle Network Connectivity	Submitted	Uploaded	
	Yes	Uploaded	
Safe Bicycle Routes	Yes		
Pedestrian Network Connectivity	n/a		
Safe Pedestrian Routes	Yes	Uploaded	
Green Building Status	Yes	Uploaded	
Energy Grid reductions		n/a	
GGRF Fund Evidence		n/a	
High Speed Rail Area		n/a	
Anti-Displacement Resident			Uploaded
		Yes	Uploaded
Anti-Displacement Business		Yes	
Workforce Development		Yes	Uploaded
Program Continuation	Yes	Uploaded	
Narrative-Based Policy TAB	Submitted	Commente	
FAAST File:			Comments Uploaded
Narrative			Uploaded
Local Planning Efforts		Yes	
Site Plan & Project Map		Yes	Uploaded
Community Tracker		Yes	Uploaded
Community Needs		Yes	Uploaded
Climate Matrix			Uploaded
GHG & Co-Benefits Quantification		Yes	
Description	FAAST File:	Submitted	Comments
Completed AHSC Benefits Calculator Tool, with worksheets applicable to the project and all fields in the GHG Summary and Co-benefits Summary tabs	GHG Benefits Calculator Tool		Uploaded
populated. <u>Click here for instructional video.</u> Documentation of affordable housing development		Yes	Uploaded
nputs, including the following: • Number and type of dwelling units; • Number of affordable unit (per Guidelines definition); • Number of stories; and			
- Net density Map documenting distance to central business district, determined using the CARB tool available at: www.arb.ca.gov/cc/capandtrade/auctionproceeds/kml/jobce ntermap.htm GHG Distance to CBD			Uploaded
Documentation of mixed-use development inputs, including proposed uses and total areas of each type of space	GHG Mixed-Used Development	Yes Yes	Uploaded

AHSC Round 5 Document Checklist				
Documentation of parking inputs, including the following: - Number of residential parking spaces; and - Calculations of unbundled monthly parking cost and on-street parking price increase	GHG Parking	Yes	Uploaded	
Documentation of transit subsidy program, including the following: - Number of dwelling units to receive transit subsidies; - Type and annual value of transit subsidies to residents; and - Number of years for which subsidies will be funded	GHG Transit Subsidy	Yes	Uploaded	
Project area map documenting the following: - Type and location of traffic calming measures; - Type, location, and length of bicycle and pedestrian facilities; and - Key destinations in ¼ and ½ mile buffers around each bicycle and pedestrian facility	GHG Project Area Map	Yes	Uploaded	
Documentation of average daily traffic for the street parallel to each proposed bicycle or pedestrian facility	GHG Average Daily Traffic	Yes	Uploaded	
Letter from bike share partner (on bike share organization letterhead and signed by bike share organization staff) documenting the following: -Calculations of number of bike share trips per year, bicycle energy use, and avg. cost per trip	GHG Bike Share	n/a		
Letter from transit agency partner (on transit agency letterhead and signed by transit agency staff) documenting the following for each new or expanded service or capital improvement: - Type of service, vehicle, fuel, and engine; - Days of operation; - Adjustment factor and length of average auto trip reduced, if different from default; - Tolls avoided & parking costs at transit facility; & - Calculations of increase in ridership& vehicle miles traveled or fuel consumption of transit vehicle	GHG Transit Component (Submit documentation for each new or expanded service or capital improvement and number according to order on Transit Inputs tab)		Uploaded	
Map documenting new or expanded transit routes or capital improvements	GHG Transit Map	Yes	Uploaded	
PVWatts Calculator results spreadsheet, generated via pvwatts.nrel.gov/	GHG PVWatts Results	n/a		
Documentation of solar PV system, including the following: - Number of solar PV panels; - Watts per panel; and - Size of any solar PV system required for the project by code	GHG Solar PV System	n/a		

Mayor's Office of Housing and Community Development

City and County of San Francisco



London N. Breed

Mayor

Eric D. Shaw

TO: Angela Calvillo, Clerk of the Board of Supervis

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

- DATE: May 18, 2021
- SUBJECT: Accept and Expend Resolution for California Department of Housing and Community Development Affordable Housing and Sustainable Communities Program - 2340 San Jose

GRANT TITLE: Affordable Housing and Sustainable Communities Program - 2340 San Jose

Attached please find electronic copies of each of the following:

- X Proposed resolution; original signed by Department, Mayor, Controller
- X Grant information form
- X Grant budget
- X Grant award letter from funding agency
- X Grant agreement and Loan Agreement (Draft)
- N/A Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

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

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



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102 Phone: 415.252.3100 . Fax: 415.252.3112 <u>ethics.commission@sfgov.org</u> . <u>www.sfethics.org</u> Received On:

File #: 210570

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4) A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <u>https://sfethics.org/compliance/city-officers/contract-approval-city-officers</u>

1. FILING INFORMATION	2 ₀
TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	S
AMENDMENT DESCRIPTION – Explain reason for amendment	
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2. CITY ELECTIVE OFFICE OR BOARD	
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT		
NAME OF FILER'S CONTACT	TELEPHONE NUMBER	
Angela Calvillo	415-554-5184	
FULL DEPARTMENT NAME	EMAIL	
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org	

4. CONTRACT	TING DEPARTMENT CONTACT	
NAME OF DEP/	ARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Sara Amaral		4159484766
FULL DEPARTN	MENT NAME	DEPARTMENT CONTACT EMAIL
MYR	Mayor's Office of Comm. Dev.	sara.amaral@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR	TELEPHONE NUMBER
Balboa Park Housing Partners, LP	(949) 660-7272
STREET ADDRESS (including City, State and Zip Code)	EMAIL
18201 Von Karman Ave, Suite 900 Irvine, CA 92612	

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable)
<u>ک</u>		210570
DESCRIPTION OF AMOUNT OF CONTRACT		
\$25,319,115		
NATURE OF THE CONTRACT (Please describe)		
Accept and Expend of the California Department the Affordable Housing and Sustainable Communi \$25,319,112, including \$15,319,112 disbursed b Partners L.P. for a 100% affordable housing pr disbursed as a grant to the City and/or Develo near 2340 San Jose, for the period starting on to June 30, 2040	ties Program (AHSC) for y HCD as a loan to the oject at 2340 San Jose per for public transpo	or a total award of e Balboa Park Housing e and \$10,000,000 to be ortation improvements

7. COMMENTS

Balboa Park Housing Partners L.P., a California limited partnership whose managing general partner is Colosimo Apartments, Inc., a California nonprofit public benefit corporation, and whose administrative general partner is Related/Balboa Park Development

8. C	ONTRACT APPROVAL
This	contract was approved by:
	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ
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2	Moss	Sam	CEO
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9. AFFILIATES AND SUBCONTRACTORS

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

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9. AFFILIATES AND SUBCONTRACTORS

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

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

10. VERIFICATION

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

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

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	