Attachment 8**:** Eligible Applicants Documentation

McCormack Baron Salazar

Att08_Eligibility_MOU.pdf

SAN FRANCISCO HOUSING AUTHORITY
1815 Egbert Avenue • San Francisco CA • 94124 • (415) 715-3210

LEAD APPLICANT AND CO-APPLICANT MEMORANDUM OF AGREEMENT FOR ALICE GRIFFITH REVITALIZATION CHOICE NEIGHBORHOODS INITIATIVE APPLICATION

This Lead Applicant and Co-Applicant Memorandum of Agreement (this "MOU") is entered into as of the 25th day of October, 2010 between the **HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO** ("SFHA") and **McCORMACK BARON SALAZAR, INC.** ("MBS") in connection with the comprehensive revitalization of the Alice Griffith public housing development and its surrounding community in San Francisco, California.

RECITALS

A. SFHA is the owner of the Alice Griffith public housing development (the "Existing Development"), and is submitting an application (the "Application") to the United States Department of Housing and Urban Development ("HUD") for a Choice Neighborhoods Initiative Implementation Grant (the "Grant") in accordance with the FY2010 Notice of Funding Availability for HUD's Choice Neighborhoods Initiative (the "NOFA").

B. SFHA has entered into an Exclusive Negotiating Rights Agreement (the "ENRA") with MBS and with CP Development Co., LP (the "Master Developer"), following a HUD-approved procurement in accordance with 24 CFR 85.26(d)(4)(1)(A) and (B).

C. Pursuant to the NOFA, MBS will serve as Lead Applicant for the Grant and SFHA will serve as Co-Applicant for the Grant. Other parties (including the Master Developer) will play additional roles as Principal Team Members and Implementation Entities, which roles are further addressed in a separate Memorandum of Understanding of even date with this MOU (the "Partnership MOU") and in the Application.

D. The parties to this MOU, the parties to the Partnership MOU and other members of the community have undergone a comprehensive local planning process and are now moving forward with a "Transformation Plan" to redevelop the neighborhood. The Transformation Plan is further described in the Application and will, if the Application is successful, be implemented in accordance with the requirements of the Grant.

E.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and underlying promises, which the parties agree to be good and valuable consideration, the parties agree as follows:

1. Commitment to Work Collaboratively. SFHA and MBS each commit to work collaboratively throughout the entirety of the Grant.

2. Co-Applicant Liability. SFHA, as Co-Applicant, agrees that it will be jointly and severally liable with MBS, as Lead Applicant, for performance of the Grant.

3. Legal Contract Requirement. The parties acknowledge that, should the Application be successful under Round 1 of the NOFA, for Round 2 of the Application HUD will require a legal contract detailing specific roles and responsibilities. Each party commits to negotiating such contract in a manner consistent with this MOU and the requirements of HUD. The parties more particularly agree that the "MDA" and/or other "Development Agreements" contemplated by the ENRA (to be negotiated and executed in accordance with the ENRA and applicable procurement standards) may, if acceptable to HUD, be used to satisfy HUD's Round 2 contract requirements.

4. Commitment to Transformation Plan. SFHA and MBS acknowledge that they each:

   i) have reviewed the NOFA and related guidance from HUD;

   ii) have participated in preparation of the Transformation Plan and of the Application; and

   iii) are fully committed to the goals and requirements of the NOFA, the Transformation Plan and the Application.

5. Incorporation of Additional Documents. The parties agree that their respective responsibilities and relationships are further detailed in the Partnership MOU, the Transformation Plan and the Application, which are each incorporated in this MOU by reference.

6. Incorporation of NOFA Requirements. The parties are entering into this MOU in furtherance of the Application, and as required by Section III.C.2.b(1)(a) of the NOFA. The parties intend that this MOU shall conform to and satisfy all requirements of the NOFA. In the event of any inconsistency between any NOFA requirement and the provisions of this MOU, or in the event of a failure to include a provision necessary to satisfy such NOFA requirements, then this MOU shall be construed to incorporate a provision satisfying such NOFA requirements and (while not required) the parties agree to amend this MOU as necessary.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have duly executed this Partnership Memorandum of Agreement, which may be executed in multiple counterparts, on or as of the date first written above.

SFHA: **HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO**

By: ________________________
Name: Henry A. Alvarez III
Title: Executive Director

Authorized by SFHA Resolution No. 5517
adopted October 14, 2010

Approved as to Form and Legality:

By: ________________________
Name: Tim Larsen
Title: Assistant General Counsel

MBS: **MCCORMACK BARON SALAZAR, INC.**

By: ________________________
Name: Kevin J. McCormack
Title: President

Attachment 9: Eligible Applicants Documentation – Eligible Neighborhoods Map

McCormack Baron Salazar

Att09_Eligible_Neighborhood_Data.pdf

Choice Neighborhood Data Sheet ID:3610626

Applicant Provided Information

Name of Lead Applicant:	McCormack Baron Salazar
Address of Lead Applicant:	720 Olive Street, #2500 Saint Louis MO 63101
Email of Lead Applicant:	yusef.freeman@mccormackbaron.com
Name of Target Geography:	Eastern Bayview and Alice Griffith
Name(s) of target Development(s)	
Public Housing	
Development-1:	Alice Griffith
Development-2:	
Development-3:	
Multifamily Assisted	
Development-1:	
Development-2:	
Development-3:	

HUD Calculated Information

Estimated number of All Housing Units in Neighborhood (Census 2000):	5588
Persons in Poverty Rate (Census 2000):	28.92
Extremely Low-Income Household Rate (2000):	39.3
Maximum of Persons in Poverty Rate or Extremely Low-Income Household Rate (Census 2000, estimated):	39.3

Residential Housing Units Vacant 90 or More Days (USPS March 2010, estimated)

Neighborhood Rate:	6.26
County Rate:	2.45
Is Neighborhood County non-Metropolitan (OMB, 2008)?	No

Shortage Rate of Units Affordable to VLI Renter Households (ACS 2005-2007 or 2000)

County Rate:	1.6
National Rate:	1.52
County Rate Greater than National Rate?	Yes

Census Blocks Included in Target Neighborhood:	060750230021011, 060750230021012, 060750230021013, 060750230032000, 060750230032005, 060750231011000, 060750231011001, 060750231011002, 060750231011003, 060750231011004, 060750231011005, 060750231011006, 060750231011007, 060750231011008, 060750231011009, 060750231011010, 060750231011011, 060750231011012, 060750231011013, 060750231011014, 060750231011015, 060750231021000, 060750231021001, 060750231021002, 060750231021003, 060750231021004, 060750231021005, 060750231021006, 060750231021007, 060750231021008, 060750231021009, 060750231021010, 060750231021011, 060750231021012, 060750231021013, 060750231031001, 060750231031002, 060750231031003, 060750231031004, 060750231031005, 060750231031006, 060750231031007, 060750231031008, 060750231031010, 060750231031011, 060750231031012, 060750232001000, 060750232001001, 060750232001002, 060750232001003, 060750232001004, 060750232001005, 060750232001006, 060750232001007, 060750232001008, 060750232001009, 060750232001010, 060750232001011, 060750232001012, 060750232001014, 060750232001015, 060750232001016, 060750232001017, 060750232001018, 060750232001019, 060750232001020, 060750232001021, 060750232001022, 060750232001023, 060750232001024, 060750232002000, 060750232002001, 060750232002002, 060750232002003, 060750232002004, 060750232002005, 060750232003000, 060750232003001, 060750232003002, 060750232003003, 060750232003004, 060750232003005, 060750232004000, 060750232004001, 060750232004002, 060750232004003, 060750232004004, 060750232004005, 060750232005000, 060750232005001, 060750232005002, 060750232005003, 060750232005004, 060750232005005, 060750232005006, 060750232005007,

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060750610001004, 060750610001007,

Attachment 10**:** Eligible Neighborhoods Documentation – Substandard Housing Documentation

McCormack Baron Salazar

Att10_Substandard_Housing.pdf

This Attachment is Not Applicable

Attachment 11**:** Eligible Neighborhoods Documentation – Severe Distress of the Targeted Project Certification

McCormack Baron Salazar

Att11_Severe_Distress_Cert.pdf

BFGC - IBI Group Architecture Planning
150 South 1st Street–Suite 200
San Jose CA 95113 USA

tel 408 924 0811
fax 408 924 0844

OMB Approval No. 2577-0269
(exp. 2/28/2010)

CHOICE NEIGHBORHOODS – CERTIFICATION OF SEVERE PHYSICAL DISTRESS

I hereby certify that:

1. I am a licensed engineer ☐ architect ☒ (check one).

2. I am not an employee of the Lead Applicant, Co-Applicant (if any), Principal Team Member (if any), or unit of local government in which the housing project identified below is located.

3. The public housing development listed below meets (in the manner described in either subparagraph A or B below) the following definition of severe physical distress:

   Requires major redesign, reconstruction or redevelopment, or partial or total demolition, to correct serious deficiencies in the original (including inappropriately high population density), deferred maintenance, physical deterioration or obsolescence of major systems, and other deficiencies in the physical plant of the project

   Check one:

   A. ☒ The development currently meets the above definition of severe physical distress;

   Or

   B. ☐ The development has been legally demolished and HUD has not yet provided replacement housing assistance, other than tenant-based assistance, for the demolished units. However, the development satisfied the definition of severe physical distress (as defined above) as of the day the demolition was approved by HUD.

Name: David R. Cartnal, FAIA/NCARB

Signature: D.R. Cartnal Date: October 20, 2010

License number: C-6564 State of Registration: California

Lead Applicant: McCormack Baron Salazar

Name of Targeted Public and/or Assisted Housing Site(s):

Alice Griffith Development - San Francisco, California

Attachment 12**:** Partnership MOU

McCormack Baron Salazar

Att12_Partnership_MOU.pdf

PARTNERSHIP MEMORANDUM OF UNDERSTANDING BETWEEN MCCORMACK BARON SALAZAR, INC., THE SAN FRANCISCO HOUSING AUTHORITY, THE SAN FRANCISCO REDEVELOPMENT AGENCY, CP DEVELOPMENT CO. LP, URBAN STRATEGIES, THE MAYOR'S INTERAGENCY COUNCIL, AND THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT REGARDING AN APPLICATION FOR CHOICE NEIGHBORHOODS INITIATIVE GRANT FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

OCTOBER 26, 2010

Whereas the goals of the San Francisco Housing Authority ("SFHA") are to increase the supply of affordable housing in San Francisco, improve the quality of assisted housing, and increase assisted housing choices; and

Whereas the U.S. Department of Housing and Urban Development ("HUD") on February 24, 2010, approved SFHA's request to contract with CP Development Co., LP, to replace 256 distressed units at Alice Griffith Public Housing ("Alice Griffith") in accordance with 24 CFR 36(d)(4)(i)(A) and (B), which allow for non-competitive proposals for items available only from a single source; and

Whereas, CP Development Co., LP has entered into an agreement with McCormack Baron Salazar, Inc., ("MBS") for its development services related to the revitalization of Alice Griffith Public Housing, in consideration of MBS's extensive experience redeveloping distressed public housing and transforming the neighborhoods in which such developments are located into vibrant, mixed-income communities; and

Whereas on October 14, 2010, SFHA approved an Exclusive Negotiating Rights Agreement with CP Development Co. and MBS for the revitalization of the Alice Griffith; and

Whereas the Redevelopment Agency of the City and County of San Francisco ("Agency") seeks to increase, improve and preserve San Francisco's supply of affordable housing pursuant to its responsibilities under California Community Redevelopment Law; and

Whereas the Agency Commission on June 3, 2010 authorized its executive director to execute a Disposition and Development Agreement ("DDA") with CP Development Co., LP ("Master Developer") for the development of Candlestick Point and Phase 2 of the Hunters Point Shipyard ("CP-HPS2"), and Alice Griffith Public Housing lies within Candlestick Point and is an integral part of the mixed-use development program defined in the CP-HPS2 DDA; and

Whereas Urban Strategies is a non-profit corporation specializing in citizen-directed planning, community-based economic vitality, and HOPE VI community and supportive services and has partnered with McCormack Baron Salazar and public housing authorities nationwide to guide the human aspects of transformative neighborhood revitalization programs; and

Whereas the Mayor's Interagency Council is a public agency dedicated to coordinating social services delivery in San Francisco's low-income and at-risk communities, including programs specifically designed to enhance educational opportunities for the City's youth; and

Whereas the San Francisco Unified School District has committed in its "Walking the Talk Progress Report 2010" to implementing a rigorous core curriculum in all schools and grades for all students, and to providing learning content that not only meets California standards, but national and international standards as well; and

Whereas the United States Department of Housing and Urban Development ("HUD") issued a Notice of Fund Availability ("NOFA") for its Choice Neighborhoods Initiative ("Choice Neighborhoods") grant in order to facilitate the transformation of distressed neighborhoods into revitalized mixed-income communities; and

Whereas all parties to this MOU share the goal of reconstructing the severely distressed Alice Griffith development as part of a larger, transformative neighborhood revitalization program in Candlestick Point that includes the creation of well-functioning services, effective schools and education programs, strong public assets, improved public transportation, and improved access to jobs,

It is therefore mutually agreed that:

1. The parties to this MOU shall assume the following roles:

    a. Lead Applicant: McCormack Baron Salazar, Inc.
    b. Co-Applicant: San Francisco Housing Authority
    c. Principal Team Member: San Francisco Redevelopment Agency
    d. Principal Team Member: CP Development Co., LP
    e. Principal Team Member: Urban Strategies
    f. Principal Team Member: Mayor's Interagency Council
    g. Principal Team Member: San Francisco Unified School District

2. All parties to the MOU commit to working collaboratively throughout the entirety of the Choice Neighborhoods Grant period.

3. McCormack Baron Salazar shall be the Lead Applicant, with primary responsibility for implementing the Transformation Plan included in the Choice Neighborhoods application. McCormack Baron Salazar shall also be the Housing Implementation Entity, thus taking full responsibility for implementing day-to-day development and asset management activities associated with the Transformation Plan.

4. The San Francisco Housing Authority, as Co-Applicant, shall satisfy the grant's threshold requirement regarding site control through its fee simple ownership of the Alice Griffith Public Housing Development.

5. The San Francisco Redevelopment Agency, as Principal Team Member, shall be the Neighborhood Implementation Entity, taking full responsibility for implementing the Neighborhood component of the Transformation Plan.

6. CP Development Co., LP, as Principal Team Member, shall, among other things, take the lead in installing physical infrastructure for the redevelopment of the Alice Griffith Public Housing Development, contribute capital towards the development of the new housing, and fund various community benefits pursuant to a Community Benefits Agreement approved by the Agency and neighborhood organizations.

7. Urban Strategies, as Principal Team Member, shall be the People Implementation Entity, taking full responsibility for implementing the People component of the Transformation Plan.

8. The San Francisco Unified School District, as a Principal Team Member, shall be the Education Implementation Entity, taking full responsibility for implementing the education strategy.

9. As Co-Applicants, McCormack Baron Salazar, Inc. and the San Francisco Housing Authority acknowledge that they are jointly and severally liable for the performance of the grant.

10. Notwithstanding the foregoing, this MOU may be terminated upon written notice by either the SFHA or the Master Developer.

11. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

MCCORMACK BARON SALAZAR, INC.

______________________________ Date 10/25/10

Kevin J. McCormack
President

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic

Henry A. Alvarez III
Executive Director

10/21/10
Date

APPROVED
AS TO FORM
OCT 21 2010
COUNSEL:

REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic

Fred Blackwell
Executive Director

10/22/10
Date

CP DEVELOPMENT CO., LP,
a Delaware limited partnership

By: CP Development Co. GP, LLC,
a Delaware limited liability company,
its General Partner

By: ______________________________ 10/20/10
Date

Name: Kofi Bonner
Its: Authorized Representative

SAN FRANCISCO MAYOR'S OFFICE
INTERAGENCY PLANNING

Kimberly Wicoff
Director

11/1/10
Date

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Myong Leigh
Deputy Superintendent

10/22/10
Date

URBAN STRATEGIES, INC.

Wade Baughman

Wade Baughman
Chief Operating Officer

10/22/10
Date

Attachment 13**:** One-for-One Replacement Certification

McCormack Baron Salazar

Att13_One_for_One_Cert.pdf

CHOICE NEIGHBORHOODS – IMPLEMENTATION GRANTS
One-for-One Replacement Certification

As part of your application for Choice Neighborhoods Implementation Grant funding, you, as the executive officer authorized to sign on behalf of your organization, must certify to the following. By signing this form, you are stating that to the best of your knowledge and belief, the certification is true and correct.

Lead Applicant: McCormack Baron Salazar

Name of Targeted Public and/or Assisted Housing Site(s):

Alice Griffith, San Francisco, CA

One-for-One Replacement of Public and/or Assisted Housing Units. Each Transformation Plan that provides for public and/or assisted dwelling units to be demolished or disposed must provide as follows:

(a) Number of Units. For one hundred percent of all such dwelling units in existence, as of the date the application for the grant is submitted, that are to be demolished or disposed, the Transformation Plan must provide for replacement of the dwelling unit;

(b) Number of Bedrooms. Replacement housing for demolished or disposed properties shall reflect the number of bedrooms per unit that are needed to adequately serve returning tenants, households currently on the waiting list and that are needed based on other market data, except that in instances where the tenants of the original properties need a different number of bedrooms than households on the waiting list, the plan may enable displaced tenants to exercise their opportunity under program requirement, "Housing Choice Opportunities for Returning Tenants," in section III.C.3 using a tenant-based voucher in the original neighborhood or other neighborhood of the tenants' choice. (Note: Detailed bedroom information will not be required until Round 2).

(c) Location.

(i) Replacement housing units shall be developed:

(A) on-site and in the target neighborhood being revitalized; and

(B) within the metropolitan area up to 25 miles from the original project site, as necessary to:

(I) comply with fair housing requirements;

(II) deconcentrate poverty; or

(III) redevelop onsite with appropriate densities.

(ii) Replacement housing outside the target neighborhood must offer access to economic opportunities and public transportation and be accessible to social, recreational, educational, commercial, health facilities and services, and other municipal services and facilities that are comparable to those that will be provided in the target neighborhood.

(iii) Replacement housing outside the target neighborhood shall be located neither in areas of minority concentration (defined as areas where the neighborhood's total percentage of minority persons is at least 20 percentage points higher than the total percentage of all minorities for the MSA as a whole) nor in areas of with a poverty rate above 40 percent.

(d) Types of Units. Replacement housing includes housing assisted under sections 8 or 9 of the United States Housing Act of 1937 (42 U.S.C. 1437f and 42 U.S.C 1437g) (excluding tenant-based vouchers, except as described below), section 202 of Housing Act of 1959 (12 U.S.C. 1701q), and section 811 of the National Affordable Housing Act of 1990 (42 U.S.C 8013). To satisfy the one-for-one replacement requirement, the replacement unit must not have been receiving assistance, prior to submitting the application, under the sections listed above in this paragraph. For example, you cannot acquire a section 202 property that is nearby the public or assisted housing site targeted in the application for the purposes of deeming that replacement housing.

(e) Tenant-based Vouchers as Replacement Housing. The following is an exception to the hard-unit one-for-one replacement criteria described above. HUD must provide written approval to grant this exception. A grantee may replace up to half of the public housing and/or assisted housing dwelling units that are demolished or disposed of under the Transformation Plan with tenant-based vouchers in housing markets where there is an adequate supply of affordable rental housing in areas of low poverty. Please note that this exception does not supersede an entity's obligation to comply with other one-for-one replacement requirements associated with other funding sources (e.g. Section 104(d) of the Housing and Community Development Act).

(i) To be granted this exception to the hard-unit one-for-one replacement criteria, the area of the Choice Neighborhoods development must meet all three of the following criteria:

(A) Be located in a county with a currently and historically soft rental housing market for low-income renters. HUD has defined these counties as those where the county rental vacancy rates for units affordable to low-income households were greater than 7.3 percent in 2000 and greater than 9.2 percent in 2005-2007.

(B) Be located in a Core Based Statistical Area (CBSA) or non-CBSA County where vouchers currently in use are primarily in lower poverty neighborhoods. Data from PIC shows the location of current housing choice voucher holders in the CBSA (or county outside of CBSA). To qualify on this standard, the median neighborhood poverty rate for a voucher holder in the CBSA (or county outside of a CBSA) must be 20 percent or less. In other words, at least 50 percent of voucher holders must be in neighborhoods with 20 percent poverty rate or less. An applicant may request that this standard only be applied for the agency proposed to operate the voucher program as opposed to all agencies in the CBSA.

(C) High voucher success rate. The applicant will be required to provide data to HUD that shows that the agency that would administer the replacement vouchers has a success rate of 80 percent or higher. That is, a minimum of 80 percent of households issued vouchers are successful at leasing units within 120 days. To meet this requirement you will need to provide a file to HUD from an agency that shows all vouchers issued in the prior 18 months and the outcome associated with that issuance. In addition, you will need to provide a narrative (preferable with data if available) on success rates for the population comparable to the current population of the Choice Neighborhoods target development. For example, if the proposed Choice Neighborhoods development has 10 percent of its households as families with 5 or more people, 40 percent as families with 2 to 4 people, 30 percent non-elderly disabled, and 20 percent elderly, the applicant would need to discuss relative success rates for each of these groups in their one-for-one waiver application.

(ii) Process for receiving HUD approval.

(A) HUD has provided a list on its website (www.hud.gov/cn) of the communities it has identified where voucher holders are currently moderately- to well-dispersed in areas of low poverty and with consistently high rental vacancy rates.

(B) In advance of submitting the grant application, Choice Neighborhoods applicants working in one of the relatively few eligible communities may submit a request for an exception, subject to also providing voucher success rates of the proposed voucher administering agency in the target market area as described above. You must also submit a chart that indicates the number of each type of unit, to be demolished or disposed as well as the number of each type of unit that will replace it.

(C) HUD will review the request and respond in five working days of receipt of information. That response will be exception approval, exception disapproval, or a request for more information. If more information is requested, HUD will respond in five working days upon receipt of the additional information. Applicants will be able to appeal HUD's determination.

I certify that the One-for-One Replacement threshold requirement (above) will be met.

Name of Lead Applicant Executive Officer: Kevin J. McCormack

Title: President

Signature:

Date: 10/21/10

Attachment 14**:** Resident and Community Involvement Certification

McCormack Baron Salazar

Att14_Resident_Involv_Cert.pdf

OMB Approval No. 2577-0269
(exp.2/28/2011)

CHOICE NEIGHBORHOODS – IMPLEMENTATION GRANTS
Resident and Community Involvement Certification

As part of your application for Choice Neighborhoods Implementation Grant funding, you, as the executive officer authorized to sign on behalf of your organization, must certify to the following. By signing this form, you are stating that to the best of your knowledge and belief, the certification is true and correct.

Lead Applicant: McCormack Baron Salazar

Name of Targeted Public and/or Assisted Housing Site(s):

Alice Griffith, San Francisco, CA

Resident and Community Involvement threshold requirement (from the NOFA, Implementation Grants Section, Section III.C.2) is as follows:

(a) General. In accordance with section 24(e)(2)(D), applicants must involve affected residents at the beginning and during the planning process for the transformation program, prior to the submission of an application. You are required to involve the affected public and/or assisted housing residents in the planning process and implementation of your Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant, if awarded.

(b) Resident Meeting. You must conduct at least one meeting with the residents of the target public and/or assisted housing to discuss the proposed Transformation Plan.

(c) Public Meetings. You must conduct at least two public meetings with residents of the target public and/or assisted housing and the broader community, in order to involve them in a meaningful way, to develop the Transformation Plan.

(d) These meetings must take place on different days from each other.

(e) Allowable Time Period for Resident and Public Meetings.

(i) At least one public meeting, which included representation from the target public and/or assisted housing residents and the broader community, must have taken place at the beginning of the transformation planning process. This meeting can have occurred prior to the publication of this NOFA, but must have anticipated the project proposed in this application.

(ii) At least one meeting must have been held after the publication date of this NOFA.

(f) Over the course of these meetings, the issues listed below must have been identified (i.e., all issues need not be addressed at each meeting):

(i) The Choice Neighborhoods planning and implementation process;

(ii) The proposed physical plan, including the extent of proposed demolition or rehabilitation of existing structures, and if applicable, proposed site design;

(iii) Planned supportive service activities;

(iv) Other proposed transformation activities;

(v) Relocation issues, such as relocation planning, mobility counseling, relocation benefits, and maintaining the Choice Neighborhoods community planning process during the demolition and reconstruction phases, where temporary relocation, i.e., relocation for a reasonable period (less than one year), is involved;

(vi) Reoccupancy plans and policies, such as site-based waiting lists; and

(vii) Economic Opportunities for Low- and Very Low-Income Persons, including efforts by the recipient, in accordance with Section 3 of the Housing and Urban Development Act of 1968 (Section 3) to ensure, to the greatest extent feasible, that training, employment, and other economic opportunities will be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons in the area in which the project is located. See the Section 3 regulations at 24 CFR Part 135.

(g) Physical Accessibility. All training sessions and meetings must be held in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, recipients and subrecipients must give priority to alternative methods of product delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD's implementing regulations for Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.§ 794) at 24 CFR Part 8. In addition, all notices of and communications during all training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities or provide other means of accommodation for persons with disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and HUD's section 504 regulations. See 24 CFR 8.6.

(h) Limited English Proficiency. All applicants must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. This may mean providing language assistance services to ensure meaningful resident and community involvement for persons with LEP as a result of their nationality. The Department published *Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* (72 Fed. Reg. 2732; January 22, 2007) to assist recipients of HUD assistance in identifying language assistance needs and developing language assistance plans.

I certify that the Resident and Community Involvement threshold requirement (above) has been met.

Name of Lead Applicant Executive Officer: Kevin J. McCormack

Title: President

Signature: [signature]

Date: 10/21/10

Date of Resident Meeting:

1. 10/07/10

Other (optional): 09/02/10 (03/29/07 was date of first resident meeting regarding revitalization)

Dates of Public Meetings:

1. 02/08/07 (First Meeting Regarding Plan)

2. 08/03/2010 (San Francisco Board of Supervisors' approval of agreements related to the plan)

Other (optional): Agendas and Minutes from Committee Mtgs can be found at:
http://bvhp-pac.org/meetings_agendas.htm

Attachment 15**:** Capacity – Lead Applicant Implementation Documentation

McCormack Baron Salazar

Att15_Capacity_Lead.pdf

#1 Near Northside Case Study

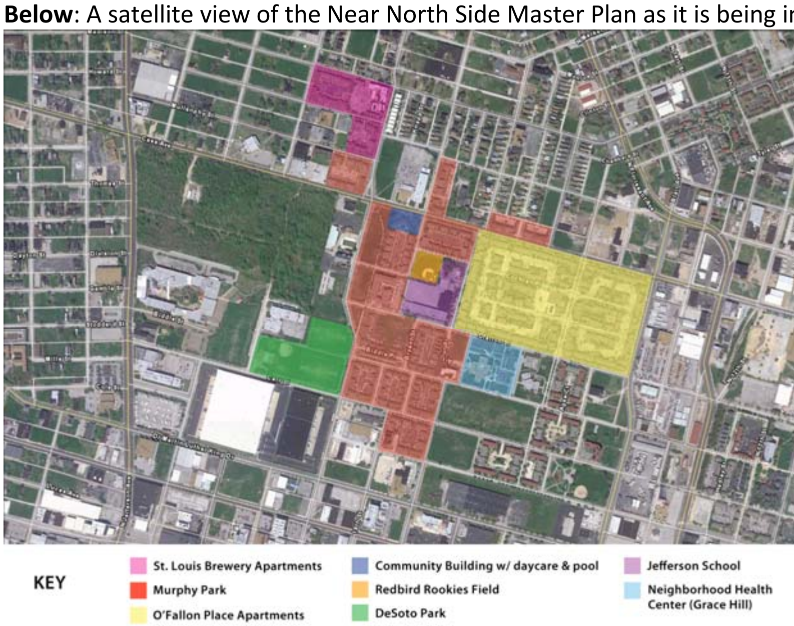
Major Contracts in the Near Northside (in millions):

O'Fallon Place Development Contract	$ 31.46
O'Fallon Place Renovation Contract	$ 12.42
O'Fallon Place Green Retrofit Contract	$ 3.00
The Brewery Apartments Development	$ 11.52
The Brewery Apartments Rehabilitation	$ 15.60
Murphy Park Community and Supportive Services	$ 9.50
Including $4 million for School Improvements	
Murphy Park Public Improvements	$ 4.65
Murphy Park Development Contract	$ 54.72
Murphy Park Solar Retrofit	$ 1.60
Cahill House Development	$ 14.00
Cahill House Public Improvements	$ 0.40
TOTAL MAJOR CONTRACTS	**$ 158.86**

Major Funding Sources and Amounts in the Near Northside (in millions):

	Total	1st Mortgage	Tax Credit Equity	HUD / Federal	City / State	Private Donations
O'Fallon Place Development Contract	$ 31.46	21.39	6.83	1.80	[redacted]	[redacted]
O'Fallon Place Renovation Contract	$ 12.42	6.71	3.46	-	[redacted]	[redacted]
O'Fallon Place Green Retrofit Contract	$ 3.00	-	-	3.00	[redacted]	[redacted]
The Brewery Apartments Development	$ 11.52	4.34	4.44	1.63	[redacted]	[redacted]
The Brewery Apts Rehabilitation	$ 15.60	3.35	7.80	0.80	[redacted]	[redacted]
Murphy Park CSS	$ 9.50	-	-	5.50	[redacted]	[redacted]
Murphy Park Public Improvements	$ 4.65	-	-	-	[redacted]	[redacted]
Murphy Park Development Contract	$ 54.72	7.16	15.80	23.63	[redacted]	[redacted]
Murphy Park Solar Retrofit	$ 1.60	-	0.84	0.76	[redacted]	[redacted]
Cahill House Development	$ 14.00	-	6.34	7.66	[redacted]	[redacted]
Cahill House Public Improvements	$ 0.40	-	-	-	[redacted]	[redacted]
TOTAL FUNDING BY SOURCE	**$ 158.86**	**$ 42.96**	**$ 45.51**	**$ 44.78**	[redacted]	[redacted]

Below: A satellite view of the Near North Side Master Plan as it is being implemented.



#2 C.J. Peete Case Study

Major Contracts in CJ Peete (in millions):

CJ Peete Housing Contruction	$ 127.61
CJ Peete Public Improvements	$ 19.32
CJ Peete Demolition	$ 5.80
CJ Peete Community and Supportive Services	$ 7.25
CJ Peete Homeownership	$ 6.46
CJ Peete School	$ 20.00
CJ Peete Commercial	$ 40.00
TOTAL MAJOR CONTRACTS	**$ 226.43**

Major Funding Sources and Amounts in C.J. Peete (in millions):

	Total	1st Mortgage	Tax Credit Equity	HUD / Federal	Local City / State	Philanthropic
CJ Peete Housing Contruction	$127.61	-	45.49	53.14	28.97	-
CJ Peete Public Improvements	$19.32	-	-	19.32	-	-
CJ Peete Demolition	$5.80	-	-	5.80	-	-
CJ Peete Community and Supportive Services	$7.30	-	-	3.00	-	4.30
CJ Peete Homeownership	$6.46	1.46	-	5.00	-	-
CJ Peete School	$20.00	-	20.00	-	-	-
CJ Peete Commercial	$40.00	22.00	8.00	-	10.00	-
TOTAL MAJOR CONTRACTS	**$226.48**	**$23.46**	**$73.49**	**$86.26**	**$38.97**	**$4.30**

Below: An Aerial of the C.J. Peete Master Plan as it is being implemented.