Recognized Obligation Payment Schedule 13-14B - Notes

Attachment A-5

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
1	professional services support from the City Administrator's Office, Mayor's Office of Housing, Controller's Office, City Attorney's Office, City Planning Department, Mayor's Office of Economic and Workforce Development, and other contracted professional services not otherwise included in specific lines below. Program delivery charged directly to RPTTF include $160,000 in Transbay tax increment for infrastructure-related project staff, $546,000 for affordable housing staffing after all available bond proceeds have been applied to staffing costs. $473,000 of the housing staff costs are projected to be covered by remaining bond proceeds per DOF instructions to use up bond proceeds prior to requesting new tax increment. This is projected to exhaust surplus available bond proceeds unless new bonds are sold, so future housing staff costs for enforceable obligations would need to be covered by RPTTF. The ACA request in this ROPS 13-14B period is increased to make up for the fact that the ACA distributed in ROPS 13-14A was $521K less than approved by DOF due to limitations on total RPTTF approved ($1,121,948 ACA distributed versus $1,641,000 authorized), and that City Attorney and Controller bills from FY 12-13 totalling over $680K exceeded available funding and needed to be deferred into
2	RETIRED: This line is proposed to be retired, with the costs previously reported on this line consolidated into item 1.
3	RETIRED: This line is proposed to be retired, with the costs previously reported on this line consolidated into item 1.
4	Non-personnel administrative costs (rent, office supplies, other operating expenses) covered by the Administrative Cost Allowance and other funding sources. Includes costs previously in line 5. This request is lower than ROPS 13-14A due to consolidation of Controller and City Attorney contracted services from this line into line 1, treating them as part of the contracted personnel costs in line 1.
5	RETIRED: This line is proposed to be retired, with the costs previously reported on this line consolidated into item 4.
6	RETIRED
7	
8	
9	Pay-as-you go ongoing retiree health premiums.
10	Contribution to prefunding retiree health insurance premium obligation equal to increase in annual liability net Other Post-Employment Benefits (OPEB) obligation during FY 2012-2013 as reported in our FY 2012-2013 CAFR footnote disclosures.
11	Property Management PSC (Twin III). Property management costs associated with Agency owned parcel (Shoreview Park). Contract expires 3/31/14. Agency expects to extend contract, pending final disposition strategy in DOF-approved Property Management Plan. Contract is assumed to be extended until December 2014. A portion of this contract is paid with funds provided the City (Other).
12	
13	RETIRED
14	RETIRED
15	RETIRED: Dissallowed agreement
16	RETIRED: Dissallowed agreement
17	College Track Indemnification Agreement. This is a contingent liability arising out of an indemnification agreement signed by the Agency, the San Francisco Community Investment Fund ("SFCIF") and SFCIF SUB-Community Development Enterprise ("CDE") 1 for the purposes of funding a project with New Markets Tax Credits. The liability ranges from $2.47 - $4.7 million based upon the time of occurrence. The liability is only triggered under four limited circumstances as described in the Indemnity Agreement.
18	RETIRED
19	Shoreview Park Water Charges. These are property maintenace costs associated with water bills for the lawns/landscaping at Shoreview Park, an Agency-owned parcel. These costs will continue until the parcel can be transferred the City or otherwise disposed of pursuant to the Long-Range Property Management Plan approved by DOF. Charges are assumed to continue until December 2014.
20	Ground Lease -- Foodsco (Cala Foods) Site. This is a ground lease and it is an enforceable obligation that is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. This asset will be included in the Successor Agency's property management plan.
21	This item and the payments listed in Items 22-29 relate to the enforceable obligations under the Hunters Point Shipyard Phase 1 Disposition and Development Agreement (“Phase 1 DDA”) whereby the master developer, as a party to the Phase 1 DDA, is obligated to pay the Successor Agency for various costs associated with pre-development and development activities. The Successor Agency advances these payments, which will be subsequently reimbursed by the developer, as required under the Phase 1 DDA. Future Successor Agency payments to implement the Phase 1 DDA will appear in future ROPS. Total Outstanding Debt or Obligation reflects the total estimated under the Phase 1 DDA with HPS Development Co, LP, which is paid from CFD Bond Proceeds and developer sources. Total outstanding obligation may increase. Contract expiration date reflects OCII obligations pursuant to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays.
22	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 1 DDA Section 10. Agency Administration and the Interagency Cooperative Letter Agreement page 3 "Fees and Exactions" both allow for the reimbursement of City/Agency costs on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays.
23	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 1 DDA Section 10. Agency Administration and the Interagency Cooperative Letter Agreement page 3 "Fees and Exactions" both allow for reimbursement of City/Agency costs on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays.
24	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 1 DDA Section 10. Agency Administration and the Interagency Cooperative Letter Agreement page 3 "Fees and Exactions" both allow for reimbursement of City/Agency costs on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays.

Item #	Notes/Comments
25	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. A Site Office/ Administrative Services and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services. The contract was transferred to a new vendor MJ Fobbs &Associates.Contract expiration date reflects OCII obligations pursuant to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays.
26	Source of Funds: Developer Reimbursement. The creation of a Quasi-Public Entity ("Legacy Foundation for BVHP"), a Community Benefits Budget, and transfer of such funds to the Legacy Foundation for BVHP are required by the Phase 1 DDA Attachment 23 Sections 2. Establishment of a Quasi-Public Entity and 3.2 Community Benefits Budget. OCII currently plays the fiscal agent role for the Legacy Foundation and will process contracts and pay out funds on the behalf of the Legacy Foundation. The following payments will be disbursed on behalf of the Legacy Foundation in 13-14B Carla Dartis, College Track, City College and Old School Cafe. Contract expiration date reflects OCII obligations pursuant to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays.
27	Source of Funds: Developer and Navy Reimbursement. Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. Security Services are required by Phase 1 DDA and the HPS Conveyance Agreement, Interim Lease, 6.5 Security Services. Future contract amendments of $400,000 anticipated in January 2014. This contract will be transferred to Lennar for payment in the 13/14B period
28	RETIRED
29	RETIRED
30	Agreement ("Phase 2 DDA") whereby the master developer, as a party to the Phase 2 DDA, is obligated to pay the Successor Agency for various costs associated with pre-development and development activities. The Successor Agency advances these payments, which will be subsequently reimbursed by the developer as required under the Phase 2 DDA from RPTTF, CFD bond proceeds and developer sources. The total amount of these advances over a twenty year period is estimated to be $158 million for a variety of payees who will provide the services required under the Phase 2 DDA. Future Successor Agency payments to implement the Phase 2 DDA will appear in sub lines following this master line in future ROPS. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays. The $158 million Total Outstanding Debt or Obligation reflects the total estimated reimbursable City/Agency costs. Total outstanding obligation may increase. The $158 million is part of the $ 3.95 billion that is listed in line 49 and that the successor agency will pay for qualified project costs over the term of the Phase 2 DDA.
31	Source of Funds: Developer Reimbursement. Relocation planning and the provision of relocation benefits are required under the Federal Uniform Relocation Act. The creation of new artist facilities and the relocation of existing HPS artists to a new facility are required by the Phase 2 DDA Community Benefits Plan Section 3.4 Additional Community Facilities. A contract amendment is anticipated for February 2014.
32	These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date. Future contract amendments anticipated: $300,000 in FY 13-14; $490,000 in FY14-15; and $300,000 post 2015. Contract expiration date reflects OCII obligations pursuant to the Navy /OCII Conveyance Agreement, through to the final Navy parcel to transfer, which is projected to be December 31, 2021.
33	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 30 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.
34	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 30 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.
35	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 30 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.
36	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 30 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.

Item #	Notes/Comments
37	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 30 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.
38	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 30 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.
39	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 30 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.
40	Under the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing requires the Agency to pursue "other methods of Public Financing for Project Costs...including tax-exempt bonds, taxable bonds, tax-credit bonds, federal or State loans issued by the Agency, the City, or a joint powers authority for application towards Qualified Project Costs." Accordingly, the Agency will act as a pass-through for loan proceeds for the US Department of Transportation's "Transportation Infrastructure Finance and Innovation Act" ("TIFIA") loan program for qualified transportation-related project costs, total amount of proceeds to be determined. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.
41	Source of Funds: Developer Reimbursement. The costs of consultant services and fees associated with pursuing alternative forms of financing are authorized under the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing. These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date. Future contract amendment to provide specialized legal services primarily related to public trust and state park issues for the Hunters Point Shipyard Phase 2 - Candlestick Point project in the amount of not to exceed $300,000 is anticipated. Contract expiration date reflects OCII obligations pursuant to the legal authority to collect tax increment in the HPS Redevelopment Plan ("Plan") under the Phase 2 DDA Financing Plan, affordable housing program (funded by LMIHF), and the Tax Allocation Pledge Agreement; also the Phase 1 affordable housing obligation to construct 218 affordable units (funded by LMIHF). This legal authority under the Plan to collect tax increment expires in 12-31-2057.
42	Source of Funds: Developer Reimbursement. The Phase 2 DDA Sections 6.1 Trust Exchange and 6.2.1 CP State Park Site, places a legally binding obligation on the Agency to, “effectuate the planned consolidation and reconfiguration of lands within the Project Site (HPS and Candlestick Point “CP”) that are or may be held subject to the public trust” under the jurisdiction of the State Lands Commission, and or the California Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. Future contract amendment to provide specialized legal services primarily related to public trust and state park issues for the Candlestick Point - Hunters Point Shipyard Phase 2 project in the amount of not to exceed $600,000 is anticipated. Contract expiration date reflects OCII obligations through to the last State Park closing associated with the Phase 2 DDA Major Phase 4. The work program is projected to be complete by 12-31-2026 inclusive of excusable delays.
43	Source of Funds: Developer Reimbursement. The Phase 2 DDA Sections 6.1 Trust Exchange and 6.2.1 CP State Park Site, places a legally binding obligation on the Agency to, “effectuate the planned consolidation and reconfiguration of lands within the Project Site (HPS and Candlestick Point “CP”) that are or may be held subject to the public trust” under the jurisdiction of the State Lands Commission, and or the California Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. Services are provided and reimbursed on an as-needed basis pursuant to the Trust Exchange Agreement.
44	Source of Funds: Developer Reimbursement. The Phase 2 DDA Sections 6.1 Trust Exchange and 6.2.1 CP State Park Site, places a legally binding obligation on the Agency to, “effectuate the planned consolidation and reconfiguration of lands within the Project Site (HPS and Candlestick Point “CP”) that are or may be held subject to the public trust” under the jurisdiction of the State Lands Commission, and or the California Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. State Parks staff time and services to be provided on an as-needed basis, with costs to be reimbursed by the Successor Agency pursuant to the Parks Exchange Agreement. Contract expiration date reflects OCII obligations through to the last State Park closing associated with the Phase 2 DDA Major Phase 4. The work program is projected to be complete by 12-31-2026 inclusive of excusable delays.
45	Source of Funds: Developer Reimbursement. Total outstanding debt as of 6/30/2013 is equal to $50,000,000, and is captured within the amount listed under the Phase 2 DDA Master Line. Anticipated land acquisition costs per Park Exchange Agreement. Contract expiration date reflects OCII obligations through to the last State Park closing associated with the Phase 2 DDA Major Phase 4. The work program is projected to be complete by 12-31-2026 inclusive of excusable delays.
46	Source of Funds: Developer Reimbursement. Application fee for TIFIA loan application, pursuant to the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing. The total application fee is equal to $50,000 and is captured within the amount listed under the Phase 2 DDA Master line. Once fee is paid, this Item will be removed from future ROPS. Line 40 TIFIA. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2035.

Item #	Notes/Comments
47	Source of Funds: Developer Reimbursement. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 65 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.
48	The costs of consultant services and fees associated with pursing alternative forms of financing are authorized under the Phase 1 & Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing.
49	FINAL & CONCLUSIVE DETERMINATION (12.14.12); Required under the Phase 2 DDA Financing Plan. Pledge of all available Net Tax Increment from Project Area (BVHP Zone 1 and HPSY) obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay Lennar for infrastructure. Estimate; actuals will vary with actual cost of infrastructure and timing of issuance of bonds. Tax increment is irrevocably pledged to provide for direct reimbursement and payment of debt service on bonds, the proceeds of which reimburse master developer for infrastructure installed in plan area. Contract expiration date reflects OCII obligations pursuant to the legal authority to collect tax increment in the HPS Redevelopment Plan ("Plan") under the Phase 2 DDA Financing Plan, affordable housing program (funded by LMIHF), and the Tax Allocation Pledge Agreement; also the Phase 1 affordable housing obligation to construct 218 affordable units (funded by LMIHF). This legal authority under the Plan to collect tax increment expires in 12-31-2057.
50	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
51	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
52	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
53	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
54	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
55	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
56	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
57	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
58	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
59	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
60	RETIRED
61	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.

Recognized Obligation Payment Schedule 13-14B - Notes

Attachment A-5

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
62	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
63	RETIRED
64	RETIRED
65	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
66	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
67	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
68	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
69	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an “Arts and Technology District” on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF. In accordance with Section 34180(e) of the California Health and Safety Code, on October 12, 2012 by Resolution No. 14-2012, the Oversight Board approved the continued acceptance of these grant funds which require the Successor Agency to provide a 10 percent local match.
70	All Site Office/administrative services, and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services. Pursuant to HPSY Conveyance Agreement with U.S. Navy. Contract expiration date reflects OCII obligations pursuant to the Navy /OCII Conveyance Agreement, through to the final Navy parcel to transfer, which is projected to be December 31, 2021.
71	Legal work associated with implementing EDA grants and contracts. These services are provided on an as-needed basis. 10% local match to be funded by RPTTF.
72	STATE GRANT FUNDS: This item relates to the enforceable obligations under a CALReUSE grant from the State for lead/asbestos (brownfield) abatement.
73	RETIRED
74	RETIRED
75	This item and the payments related to Navy leases are enforceable obligations under the Conveyance Agreement, which is a transfer agreement between SFRA and Navy that expires when last parcel transferred. The Navy sells each parcel to SFRA for $1/each. These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date. Contract expiration date reflects OCII obligations pursuant to the Navy /OCII Conveyance Agreement, through to the final Navy parcel to transfer, which is projected to be December 31, 2021.
76	A Site Office/administrative services, and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services. These services are provided on an as-needed basis.And other vendors as needed to maintain the modular space at the shipyard. Contract expiration date reflects OCII obligations pursuant to the Navy /OCII Conveyance Agreement, through to the final Navy parcel to transfer, which is projected to be December 31, 2021.
77	Source of funds: City and County-SFPD rent payments. Pursuant to HPSY Conveyance Agreement with U.S. Navy. Lease payments from SF Police Department. The lease is on a month-to-month basis. Contract expiration date reflects OCII obligations pursuant to the Navy /OCII Conveyance Agreement, through to the final Navy parcel to transfer, which is projected to be December 31, 2021.
78	Source of funds: Artist and Lennar rent payments. Pursuant to HPSY Conveyance Agreement with U.S. Navy. Lease payments from Lennar. The lease is on a month-to-month basis. Contract expiration date reflects OCII obligations pursuant to the Navy /OCII Conveyance Agreement, through to the final Navy parcel to transfer, which is projected to be December 31, 2015.
79	Total outstanding debt as of 6/30/2012 is equal to $402,510, and is captured within the amount listed under the Conveyance Agreement Item 69. Pursuant to HPSY Conveyance Agreement with U.S. Navy.
80	Source of funds: Developer Reimbursement & U.S. Navy funds. Pursuant to HPSY Conveyance Agreement with U.S. Navy. This contract will expire in December 2013 and the Agency will issue a new RFP to start a new contract January 2014, the name of the payee may change, but the obligation is still required under the HPSY Conveyance Agreement with U.S. Navy. RETIRED
81	RETIRED
82	RETIRED
83	RETIRED

Recognized Obligation Payment Schedule 13-14B - Notes

Attachment A-5

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
84	This line shows the amount of funds that will be used to reimburse FOCIL-MB, LLC pursuant to the MBN OPA. The OPA obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay FOCIL for infrastructure. Of the anticipated $6,513,264 in total reimbrusements expected for FY13-14, $3,878,181 is anticipated to be paid out in ROPS-A, with the remaining $2,635,083 paid in this ROPS B period. Existing 2001C Bond Funds will be used for ROPS-B. Total Outstanding Debt or Obligation will vary depending on the actual expenditures allowed under OPA with FOCIL-MB, LLC, and will be is paid both from Bond Proceeds and Tax Increment. The estimated remaining Obligation to FOCIL-MB, LLC is about $30.8 million, but may increase once projects are constructed and final prices are known.
85	All available RPTTF (anticipated to be $9M: $7M in catch-up from prior year mis-codings and $2M in new RPTTF) will be used to paydown the principle on this bond as allowed by the MBN OPA. Only amounts actually verified and transmitted by the County Auditor Controller will be expended.
86	The Tax Increment Allocation Pledge Agreement obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay FOCIL for infrastructure and reimburse CFD#4 bonds. The estimated remaining Obligation is around $300 million; actuals will vary with actual cost of infrastructure and timing of issuance of bonds. Tax increment is irrevocably pledged to provide for direct reimbursement and payment of debt service on bonds, the proceeds of which reimburse master developer for infrastructure installed in plan area. Debt Service payments are an obligation of the MBN Tax Increment Allocation Pledge Agreement, but the actual payments are shown under each individual bond line item below. In addition, the payments to the Master Developer for Infrastructure and to non-profit developers for Affordable Housing, as obligated by the OPA, are shown on separate lines.
87	existing in approved reimbursement requests that have been submitted to the Successor Agency. During this ROPS period, $40M in a new TI bond, and $13.5M in new RPTTF ($10.3M for catch up of prior year's mis-coding and $3.2M in new RPTTF) are anticipated to be available for reimbursement, in addition to the $3,203,215 in RPTTF from ROPS-A to reimburse a portion of the anticipated reimbursement request. Only amounts actually verified and transmitted by the County Auditor Controller will be expended. The OPA obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay FOCIL for infrastructure. Total Outstanding Debt or Obligation will vary depending on the actual expenditures allowed under OPA with FOCIL-MB, LLC, and will be is paid both from Bond Proceeds and Tax Increment, and from CFD Bond Proceeds. The estimated remaining Obligation to FOCIL-MB, LLC is about $325 million, but may increase. Once the infrastructure is reimbursed, the tax increment will become available for affordable housing until the end of the OPAs.
88	The Tax Increment Allocation Pledge Agreement obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay FOCIL for infrastructure. The estimated remaining Obligation is around $935 million; actuals will vary with actual cost of infrastructure and timing of issuance of bonds. Tax increment is irrevocably pledged to provide for direct reimbursement and payment of debt service on bonds, the proceeds of which reimburse master developer for infrastructure installed in plan area. Debt Service payments are an obligation of the MBS Tax Increment Allocation Pledge Agreement, but the actual payments are shown under each individual bond line item below. In addition, the payments to the Master Developer for Infrastructure and to non-profit developers for Affordable Housing, as obligated by the OPA, are shown on separate lines.
89	OPAs allow Successor Agency to access TI or direct developer fees to reimburse Agency Costs, including the cost of other City agencies or outside organizations whose expertise is needed to implement the OPAs - based on T&M for costs allowed by the OPAs. Currently the Master Developer, FOCIL, is reimbursing Agency Costs, but in the future RPTTF may be used for allowed Agency Costs. Since it is unknown at this time what the ultimate amount of Agency Costs that will not be reimbursed by the Master Developer, thereby requiring RPTTF, the total outstanding obligation is unknown.
90	Service is obligated to ensure the appropriate expenditures for infrastructure per the OPAs and CFDs. It is a long-term obligation, that does not have an existing contract for the entire time. As a result, the ultimate total amount that will be obligated to this item cannot be estimated. Successor Agency has estimated $420,000 will be paid with "Other" funds, which consist of Developer Reimbursements. However, the MBN and MBS OPAs allow the Successor Agency to use RPTTF, Bond Proceeds, and Reserve Balances to reimburse for Agency Costs, which includes the Harris Contract, so reserve this ability if needed in the future. In the past we have used Bond Proceeds and Reserve Balances to reimburse Harris, but starting in ROPS 13-14A and this ROPS period, we will use Other Funds (ie, Developer Reimbursement). When we do our Prior Period Adjustments for ROPS 13-14A we will make the correction.
91	The Mission Bay Redevelopment Plans require projects with over 25K in commercial space to pay 1% of hard costs for public art, so the Successor Agency will receive an unknown amount of additional funds to expend consistent with the Redevelopment Plans. The Successor Agency has approximately $985,485 set aside in savings (approx $377,105.82 in SFRA accounts as of 10/11) and escrow accounts for public art and fees that can only be used for Art Project due to nexus requirements. An additional $165,000 in new fees are anticipated as development occurs. This amount was identified on ROPS 13-14A, but was not spent. There will be individual contracts with artists once selected, but as no arts have been selected, there are no existing contracts with the artists. The contract dates in this line are the start and end dates of the Mission Bay South Redevelopment Plan (the Mission Bay North Redevelopment Plan started on October 26, 1998 and ends on October 26, 2028.
92	72 Townsend OPA. This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Agency to implement and close out. Under the agreement the developer must start construction by March 2, 2014. Once construction has begun the developer has about 2 years to complete construction. If the developer does not begin construction by March 2, 2014 the agreement will automatically terminate.
93	RETIRED
94	RETIRED
95	RETIRED
96	RETIRED
97	RETIRED
98	RETIRED
99	RETIRED
100	RETIRED

Item #	Notes/Comments
101	Enforceable obligation pursuant to Section 2.1.d of the Transbay Implementation Agreement requiring activities related to major infrastructure improvements. This is a 3-year contract for design services required to implement the Redevelopment Plan and will be paid for using bond proceed from the 2009B and F bond series. The contract has been amended to add scope and budget and extend the term as reflected in this ROPS in order to complete designs for the infrastructure improvements.
102	FINAL & CONCLUSIVE DETERMINATION RECEIVED (4/15/13). The sales proceeds and tax increment generated from the sale and development of the State-owned parcels is pledged to TJPA for development of the Transit Center as required by the Redevelopment Plan and Cooperative Agreement. The TJPA has executed a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan with the U.S. Department of Transportation that will be repaid with the sales proceeds and the tax increment from the State-owned parcels. Tax increment and sales proceeds from the Sale of the State-Owned Parcels will be generated in 2013, after the sale of Blocks 6/7 is completed. Total oustanding obligation is in constant dollars and may increase as parcels are developed.
103	RETIRED
104	RETIRED
105	FINAL & CONCLUSIVE DETERMINATION RECEIVED (4/15/13). The Agency shall execute all activities related to the implementation of the Transbay Redevelopment Plan, including, but not limited to, activities related to major infrastructure improvements, including new public parks, new pedestrian oriented alleys, and widened sidewalks, etc. The project cost for implementation of the Transbay Redevelopment Plan activities set forth in the Agreement shall be an indebtedness incurred by the Agency and included in the Agency's annual budget submitted to the City. Estimated public improvement costs necessary to implement the redevelopment plan, specifically the Transbay Streetscape and Open Space Concept Plan, approved in 2006. Contracts will be entered into in the future. Timing and amounts of payments depends on contract execution dates. The Total Outstanding Debt or Obligation of $80,000,000 is a present value figure that was used in prior period ROPS and is now shown as $297,000,000 in future dollars.
106	Enforceable obligation pursuant to Section 2.1 of the Transbay Implementation Agreement requiring "prepare and sell certain state-owned parcels to third parties". Future reconfiguration of the Folsom-Fremont Off-ramp to make Block 8 a developable parcel. The total amount of design and construction will be approximately $3,500,000 payable at execution of contract. The sources of funds are a combination of 2009B and 2009F bond proceeds and RPTF.
107	Enforceable obligation pursuant to section 2.1 of the Transbay Implementation Agreement requiring the Successor Agency to "execute activities related to major infrastructure improvements" and "prepare and sell the State-owned parcels." Letter Agreement with DPW to coordinate various stages of design review for the Streetscape and Open Space designs being prepared under contract by CMG Landscape Architecture; payment for ancillary streetscape improvement and parcel preparation costs.
108	Enforceable obligation pursuant to section 2.1 of the Transbay Implementation Agreement requiring the Successor Agency to "execute activities related to major infrastructure improvements". Letter Agreement with the Arts Commission to provide City design review and public art assistance in the design of the streetscape and open space plan. Timing of payment dependent on contract execution date.
109	Enforceable obligation pursuant to Section 2.1 of the Transbay Implementation Agreement requiring the Successor Agency "prepare and sell certain state-owned parcels to third parties" and requiring the Successor Agency to "execute activities related to major infrastructure improvements". City Attorney's office will review and approve agreements and contracts required under the Implementation Agreement.
110	RETIRED
111	RETIRED
112	RETIRED
113	RETIRED
114	Enforceable obligation pursuant to section 2.1 of the Transbay Implementation Agreement requiring the Successor Agency to "execute all activities related to the Implementation of the Transbay Redevelopment Plan" and "execute activities related to major infrastructure improvements." A contract has been executed and a contract amendment is anticipated with MJM Management to assist with formation of the Rincon Hill Transbay CBD to maintain the infrastructure improvements.
115	Enforceable obligation pursuant to section 2.1 of the Transbay Implementation Agreement requiring the Successor Agency to "prepare and sell certain state-owned parcels to third parties," "execute all activities related to the Implementation of the Transbay Redevelopment Plan" and "execute activities related to major infrastructure improvements." Contracts anticipated with real-estate consultants, designers, and others required to implement the Transbay Plan and prepare and sell the state-owned parcels.
116	RETIRED
117	RETIRED
118	Fillmore Heritage Garage (Payments to Operator). The source of funds for this contract is garage revenues. The contract pays operator $1,000/month to manage the garage. Amount represents $32,000/month in reimbursements, $14,400 in common-area-maintenance charges, $4,811 in insurance costs, and $6,000/month in taxes. Operator must be reimbursed for any deficits every six months. If garage revenues are not enough to cover the operating deficit, the Successor Agency will use RPTTF requested in Line #119. These amounts assume that the Successor Agency continues to own the garage, and that the current contract is extended, until a long-term disposition plan is approved under the Property Management Plan approved by DOF. Ownership is assumed until December 2014.
119	Fillmore Heritage Garage (Payments to Operator to Cover Operating Deficit). The source of funds to cover this deficit will come from RPTTF. Under the operator's contract listed in Line #118, the operator must be reimbursed for any deficits every six months (in October and May). This amount is an estimated based on past garage performance, and recent events at the Fillmore Heritage Center, including a tenant bankruptcy which will negatively impact garage performance. Average monthly deficit is $2,000, so to cover six months, the Successor Agency would need $12,000. Assumed Successor Agency ownership of garage until December 2014.

Item #	Notes/Comments
120	Fillmore Heritage Garage (Replenishment of Operating and Capital Reserves). Operator is required under the management agreement to set aside $4,000/month in garage revenues to fund an operating and capital reserve. This has not been done on a consistent basis due to the garage's performance. A small rserve was accumulated, but it was recently used to cover the garage's operating deficits that are a direct result of the bankruptcy of the Fillmore Heritage Center's anchor tenant. A prudent operating reserve should equal two months' worth of expenses ($106,000). A prudent capital reserve of 2.5% of replacement value should be maintained at all times ($195,000). Therfore, this reserve is currently under-funded by $301,000 ($106,000 plus $195,000).
121	RETIRED: Moved to admin line #4
122	RETIRED: Moved to admin line #4
123	Fillmore Heritage Center DDA. This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage and close-out. The agreement does not terminate until the Successor Agency has been paid in full for the land and has issued a certificat of completion. Work includes asset management, landlord responsibilities, and property management.
124	Fillmore Heritage Center Commercial Ground Lease. This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes tenant management, real estate transactional work, and mediation.
125	Fillmore Heritage Center REA. This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes budget negotiations, analysis of common area maintenance charges, property management, and mediation. This agreement includes automatic 10-year extensions unless rescinded by owners in writing.
126	Fillmore Heritage Center Homeowners Association CAM Charges. Fillmore Development Commercial (FDC) is the Agency's tenant under the ground lease for the commercial parcel in the Fillmore Heritage Center. Pursuant to the ground lease, FDC is responsible for paying common area maintenance charges (CAM) on the commercial parel. If FDC defaults on these payments, the Agency, as owner of the commercial parcel, is responsible for paying any outstanding CAM charges. In August 2013, the Agency received a "Notice of Intent to Record a Lien" from the homeowners association for an outstanding CAM charge on the commercial parcel in the amount of $120,162. Assuming the same two tenants continue to not pay their CAM charges, that amount will increase by $10,000 a month to $160,162 by December 2013. The Successor Agency has $120,162 in reserve balances to use toward this obligation, which was approved in ROPS III and ROPS 13-14A. Therefore, the Successor Agency will need $40,000 in RPTTF to cover the remaining balance. In addition, the Successor Agency is not expecting the two tenants to pay during this ROPS period, so that amount is also included in this line item (an additional $60,000 in RPTTF), for a total of $100,000.
127	Yoshi's TI Loan. This $7.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
128	FFS (1300 on Fillmore) TI Loan. This $2.6 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
129	FFS (1300 on Fillmore) Working Capital Loan. This $624,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
130	Sheba Lounge TI Loan. This $290,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
131	Sheba Lounge Prevailing Wage Loan. This $95,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. It is forgiven if borrower makes 24 payments on the Sheba Lounge TI Loan.
132	Rasselas TI Loan. This $1.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
133	1450 Franklin Street OPA. The OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement, monitor, and close-out. Project is currently on hold pending resolution of a legal challenge.
134	1301 Divisadero OPA. Project is currently under construction. The OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement, monitor and close-out.
135	1210 Scott Street OPA. This enforceable obligation allows for development of the classroom and gymnasium in phases and gives the JCHS until April 2018 to complete construction of both facilities (JCHS plans to start construction on the gym in 2013.). Staff time will involve design review, EOP compliance, and overall DDA management for each stage of construction. Additionally, the DDA has long-term community benefits regarding the use of the gym that survives the termination of the OPA. It will require staff time of the Successor Agency to implement.
136	ECR with Safeway and Western Commercial Partnership. This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes property management and disposition services.
137	MoAD - this is a museum operating agreement, that includes funds for operations and capital improvements. Funds to pay for the $250,000 in operating funds during this period will come from the $500,000 in reserves for this fiscal year ($456,877 in tax increment reserves plus $43,123 in general reserves). Pursuant to the operating agreement, the Agency provides funding to MoAD for operation, maintenance, and tenant improvements related to the museum. Operations funding for FY 2013/14 is $500,000, paid quarterly. Additionally, the Successor Agency has set-aside $303,000 in capital funding for MoAD, which may or may not be paid out in FY 2013/14. Any capital funds not disbursed in FY 2013/14 will be carried forward to FY 2014/15.
138	Jessie Square Garage (reimbursements to City for debt service payments). Estimated payment of NOI paid to the City from garage revenues. This payment is made every six months (in Feb and Aug) and is a portion of the total debt service for the bonds, which mature on 9/1/2018. Source of funds is garage revenue. Ownership is assumed until June 2015, when property transfers to Millenium Partners pursuant to Purchase and Sale Agreement (See New Line Item below).

Item #	Notes/Comments
139	Jessie Square Garage (payments to operator and tax collector). Estimated reimbursements ($60,000+/mo) to City Park, the garage operator under the Subcontract for Jessie Square Garage Operations Management, and estimated parking taxes to the City ($30,000/mo), paid from garage revenues. These payments continue indefinitely (until the Successor Agency sells the garage). Ownership is assumed until June 2015, when property transfers to Millenium Partners, pursuant to Purchase and Sale Agreement (See New Line Item below).
140	revenues generated during this fiscal year ($590,000 from the capital reserve set-aside +$925,000 in projected surplus lease revenues). If those new restricted user fees/lease revenues do not materialize as expected, the Successor Agency will use reserve balances. The YBG capital forecasting model projects $32,018,900 needed in capital renewals (repairs & replacements) through FY 2032/33. A prudent reserve of 2.5% of replacement value should be maintained at all times ($2.8 million). Using reasonable assumptions for capital renewals, tenant improvements, and capital upgrades, the reserve will fall below the $2.8 million reserve threshold in FY 14/15, assuming no additional revenues other than the $590,000 capital reserve set-aside from operating revenue. The Agency must retain all remaining balances to maintain a prudent capital reserve until a more permanent financing mechanism is established. The $590,000 set-aside is lease revenue which is a restricted source of funds pursuant to enforceable obligations. These enforceable obligations require the Agency, as property owner, to operate and properly maintain the Yerba Buena Gardens properties. This includes property management, cultural programming, and capital improvements, among other things. YBG Capital expenditures are made pursuant to MJM Management Group's Personal Services Contract and are reimbursed from the Separate Account Capital Reserve Fund by the Successor Agency. Any funds remaining
141	SEPARATE ACCOUNT EXPENSE. MJM PSC. The funds to pay for this contract come from restricted user fees/lease revenues from Yerba Buena Gardens. MJM is the Successor Agency's full-time, on-site property manager responsible for overall operations, maintenance, security, event coordination, and capital repair/replacement work at YBG. The FY 2013/14 operations budget includes additional funding for consulting work related to transition activities and a long-term property management plan for YBG.
142	SEPARATE ACCOUNT EXPENSE. CCM (ZEUM) - this is an operating agreement for a children's discovery museum. The funds to pay for this contract come from restricted user fees/lease revenues from Yerba Buena Gardens. The Successor Agency owns the museum building and has a 25-year operating agreement with a non-profit to operate the museum. The payments listed for FY 2013/14 should remain the same. However, any funding going forward is subject to further analysis and availability of funds. The Successor Agency is in the process of reviewing the YBG Separate Account and the projected revenue necessary to fund future capital improvements required to properly maintain the gardens and its buildings. It is very possible that the Successor Agency will need to cut back operating expenses in the future in order to adequately fund future necessary capital improvements in YBG over the next 10 years.
143	SEPARATE ACCOUNT EXPENSE. YB CENTER FOR THE ARTS - this is an operating agreement for a cultural facility. The funds to pay for this contract come from restricted user fees/lease revenues from Yerba Buena Gardens. The Successor Agency owns the Center for the Arts buildings and has a long-term operating agreement with a non-profit to operate the cultural facilities. The initial term ends 6/30/2019 and there are five 15-year extension periods though 6/30/2094. Payments listed assume all extension periods are exercised.
144	SEPARATE ACCOUNT EXPENSE. YB ARTS & EVENTS - *this is an agreement to provide cultural* programming in Yerba Buena Gardens. The funds to pay for this contract come from restricted user fees/lease revenues from Yerba Buena Gardens. This contract is for programming events in YBG public open space. The initial term (FY 2000/01) was for one year. The contract allows for ongoing two-year extensions and the current two-year term expires on June 30, 2015. YBA&E's annual $75,000 subsidy is paid quarterly as follows: Qtr 1 40% ($30,000); Qtr 2 20% ($15,000); Qtr 3 20% ($15,000); and, Qtr 4 20% ($15,000). Funding beyond FY 2013/14 is subject to further analysis and availability of funds. The Successor Agency is in the process of reviewing the YBG Separate Account and the projected revenue necessary to fund future capital improvements required to properly maintain the gardens and its buildings. It is very possible that the Successor Agency will need to cut back operating expenses in the future in order to adequately fund future necessary capital improvements in YBG over the next 10 years.
145	SEPARATE ACCOUNT EXPENSE. CBD ASSESSMENT IN YBG. CBD terminates in 2015. The funds to pay these fees comes from restricted user fees/lease revenues from Yerba Buena Gardens. The Tax Collector collects the assessment via secured property tax bills issued annually and passes the assessment on to the CBD. This payment is due in December, so no payment will be due during this ROPS period.
146	RETIRED: Moved to admin line #
147	SEPARATE ACCOUNT EXPENSE. LEGAL SERVICES FOR YBG. The funds to pay for these services come from restricted user fees/lease revenues from Yerba Buena Gardens. Work order for the City Attorney's office to provide legal advice for various activities pursuant to the YBG leases, operating agreements, and other legal issues/documents related to Successor Agency-owned assets (previous and current) on an as-needed basis. Any unused funds remaining in this ROPS period will be carried forward into the next ROPS period. Services are assumed to be needed through December 2014.
148	RETIRED: Expired agreement
149	Expired agreement
150	Expired agreement
151	The Mexican Museum Grant Agreement -- this is a $10.566 million grant agreement for predevelopment and tenant improvements for a museum. Of the total remaining grant amount, $1,780,881 in reserve balances is for predevelopment work and $7,785,119 in tax exempt bond proceeds is for tenant improvements. Staff anticipated spending $1.0 million of reserve balances on ROPS 13-14A; however, all of this money may not be spent during ROPS 13-14A and any unused balances are carried forward on ROPS 13-14B. Staff has assumed that $500,000 from ROPS 13-14A is carried forward to ROPS 13-14B, and an additional $780,881 is new reserve balances that will also be used during ROPS 13-14B.
152	680 Folsom Street OPA. This OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
153	The Paramount/680 Mission LDA. Certificate of Completion issued, however certain obligations survive. Successor Agency consent required for renegotiation of California Historical Society's lease with Third and Mission Associates pursuant to LDA.
154	The W Hotel LDA. This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage. Work includes dealing with issues related to enforcement of public access to easement areas.
155	The Westin Hotel LDA. The LDA, and related easement agreements, is an enforceable obligation. It will require ongoing staff time of the Successor Agency to monitor these agreements.

Recognized Obligation Payment Schedule 13-14B - Notes ***Attachment A-5***

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
156	San Francisco Museum of Modern Art DDA. The DDA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage. Work includes monitoring long-term community benefits required under the DDA.
157	Jessie Square REA. The REA is an enforceable obligation. It will require ongoing staff time of the Successor Agency to monitor and implement.
158	St. Patrick's Church OPA. The agreements between the Agency/Successor Agency and St. Patrick's Church require staff time to deal with issues related to parking and easements, which arise occasionally.
159	Emporium/Bloomingdale's OP/DDA. These agreements are enforceable obligations and are part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage the agreements. Work includes dealing with issues related to ongoing monitoring of OP/DDA obligations.
160	RETIRED: Funding should be fully expended in July-December 2013 period.
161	FINAL & CONCLUSIVE DETERMINATION (12.14.12): Pursuant to HPSY Phase 2 DDA, obligation to provide capital funding to rebuild Alice Griffith Public Housing development; 2017 is contract expiration date, per federal Choice Neighborhood Initiative (CNI)obligation; $62M is the estimated total Agency contribution; obligation is for actual cost including cost overruns, therefore may be higher. Portion of $62+M to come from HPSY-II/BVHP-CP Tax Increment Pledge Agrmt and Funding for Replacement Housing Obligation. Project requires a $32.2 million loan by June 2014 to secure tax credit allocations in time for Phases I, II and III to meet construction schedules of federal CNI grant.
162	Loan agreement of $3M part of Agency's overall obligation (estimated at $62+M) for predevelopment activities for Phase 1 of Alice Griffith Public Housing revitalization project pursuant to HPSY Phase 2 DDA described above.
163	HUD Choice Neighborhood Grant requires Agency contribution of matching funds, to be used for capital funding to rebuild Alice Griffith Public Housing. $13.95M required per CNI application; part of Agency's overall obligation (estimated at $62+M). Contract for construction funding to be executed to fulfill enforceable obligation per CNI application.
164	RETIRED: Federal grant. Successor Agency will not be making direct grant disbursements.
165	RETIRED: Predevelopment funding should be fully expended in July-December 2013 period.
166	Construction loan for 5800 Third Street. Estimated $20 million in funding needed for construction of senior housing project. Project constitutes the first phase of the Alice Griffith revitalization, and as such, serves as a required deliverable of the Federal CNI grant. Under Article 3, Section D4 of the CNI grant agreement, the grantee must start housing rehabilitation or construction of the first-phase deliverable within 18 months of the grant agreement date. Contract for construction funding to be executed to fulfill part of enforceable housing obligation under the Disposition and Development Agreement for the Candlestick Point-Hunters Point Shipyard Phase 2 (Phase 2 DDA).
167	RETIRED: BEGIN grant fully expended.
168	RETIRED: HUD EDI grant fully expended.
169	RETIRED: State grant for down payment assistance; Grant administration was transferred to City and County of San Francisco.
170	RETIRED: Obligation to be met through a CCSF existing downpayment assistance program.
171	RETIRED: Funding should be fully expended in July-December 2013 period.
172	RETIRED: Obligation transferred to Successor Housing Agency
173	RETIRED: Funding should be fully expended in July-December 2013 period.
174	RETIRED: Funding should be fully expended in July-December 2013 period.
175	RETIRED: Obligation transferred to Successor Housing Agency
176	RETIRED: Funding fully expended in July-December 2013 period.
177	Loan for construction of Phases 2 & 3 of new affordable housing as part of revitalization of Hunters View public housing project. $21.7 million requested in ROPS 13-14b period due to updated construction schedule and need to seek bond allocation in spring 2014. All OCII sources must be committed and encumbered prior to TCAC/CDLAC application deadlines.
178	RETIRED: Obligation transferred to Successor Housing Agency
179	RETIRED: Obligation transferred to Successor Housing Agency
180	RETIRED: Obligation transferred to Successor Housing Agency
181	RETIRED: Obligation transferred to Successor Housing Agency
182	RETIRED: Obligation transferred to Successor Housing Agency
183	RETIRED: Obligation transferred to Successor Housing Agency
184	RETIRED: Obligation transferred to Successor Housing Agency
185	PLACEHOLDER FOR FUTURE ROPS: Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $934,367,978 of the YBC Housing Obligation, SOI at p. 12.) (SB2113 funding) *see footnote
186	PLACEHOLDER FOR FUTURE ROPS: Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $596,969,243 of the Golden Gateway Housing Obligation, SOI at p. 2.) (SB2113 funding) *see footnote
187	PLACEHOLDER FOR FUTURE ROPS: Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $447,222,703 of Western Addition A-2 Housing Obligation, SOI at p.17.) (SB2113 funding) *see footnote

Recognized Obligation Payment Schedule 13-14B - Notes

Attachment A-5

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
188	PLACEHOLDER FOR FUTURE ROPS: Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $239,451,448 of Rincon Point-South Beach Housing Obligation, SOI at p.22.) (SB2113 funding) *see footnote
189	PLACEHOLDER FOR FUTURE ROPS: Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $26,469,865 Hunters Point Housing Obligation, SOI at p.27.) (SB2113 funding) *see footnote
190	PLACEHOLDER FOR FUTURE ROPS: Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $32,032,823 of India Basin Housing Obligation, SOI at p.32.) AKA SB2113 funding requirement
191	PLACEHOLDER FOR FUTURE ROPS: Future funding for constructin of affordable housing to satisfy Replacement Housing Obligation.
192	PLACEHOLDER FOR FUTURE ROPS: Balance owed on acquisition price when SFRA bought parcel from CCSF; to be determined if it needs to be repaid through Central Freeway final net shortfall calculation
193	RETIRED: Obligation transferred to Successor Housing Agency
194	RETIRED: Obligation transferred to Successor Housing Agency
195	RETIRED: Obligation transferred to Successor Housing Agency
196	RETIRED: Obligation transferred to Successor Housing Agency
197	RETIRED: Obligation transferred to Successor Housing Agency
198	RETIRED: Obligation transferred to Successor Housing Agency
199	RETIRED: Obligation transferred to Successor Housing Agency
200	RETIRED: Obligation transferred to Successor Housing Agency
201	RETIRED: Obligation transferred to Successor Housing Agency
202	RETIRED: Obligation transferred to Successor Housing Agency
203	RETIRED: Obligation transferred to Successor Housing Agency
204	RETIRED: Funding should be fully expended in January-June 2013 period.
205	RETIRED: Obligation transferred to Successor Housing Agency
206	RETIRED: Obligation transferred to Successor Housing Agency
207	RETIRED: Obligation transferred to Successor Housing Agency
208	Program delivery costs for ROPS-approved housing enforceable obligations: Estimated amounts required to cover any unanticipated closing costs, including appraisals, on previously approved projects. DOF approved 13-14a ROPS with the source of funds as LMIHF fund balance from program income, prior to approval of Housing DDR. DOF's subsequent approval of Housing DDR liquidated this fund balance. Request covers 13-14a period payment and 13-14b period estimates for these project delivery costs.
209	Program delivery costs for ROPS-approved housing enforceable obligations: Public Notices are required for certain actions taken regarding Successor Agency enforceable obligations. DOF approved 13-14a ROPS with the source of funds as LMIHF fund balance prior to approval of Housing DDR. DOF's subsequent approval of Housing DDR liquidated this fund balance. Request covers 13-14a period payment and 13-14b period estimates for these project delivery costs.
210	Program delivery costs for ROPS-approved housing enforceable obligations: Property maintenance costs for real estate properties that are retained Successor Agency housing enforceable obligation assets.DOF approved 13-14a ROPS with the source of funds as LMIHF fund balance prior to approval of Housing DDR. DOF's subsequent approval of Housing DDR liquidated this fund balance. Request covers 13-14a period payment and 13-14b period estimates for these maintenance costs.
211	Program delivery costs for housing enforceable obligations: Estimated amounts for environmental review services needed to meet CEQA requirements for obligated projects. Source of funds is unspent tax exempt bond proceeds.
212	RETIRED: Staffing costs to fulfill enforceable obligations are listed in above line items.
213	Program delivery costs for housing enforceable obligations: Represents legal costs (direct and indirect) necessary to fulfill enforceable housing obligations shown on the ROPS. ROPS 13-14a was approved with source of funds as LMIHF fund balance from housing program income, prior to DOF approval of Housing DDR. Subsequent DDR review swept these funds. Requesting RPTTF for pending invoices from the 13-14a period and 13-14b period estimated costs.
214	Program delivery costs for housing enforceable obligations: Represents real estate staffing cost (direct and indirect) necessary to support enforceable housing obligations shown on the ROPS. DOF approved 13-14a ROPS with the source of funds as LMIHF fund balance prior to approval of Housing DDR. DOF's subsequent approval of Housing DDR liquidated this fund balance. Request covers 13-14a period payments due and 13-14b period estimates for these project delivery costs.
215	Program delivery costs for housing enforceable obligations: Represents contract compliance and monitoring services (direct and indirect) necessary to support enforceable housing obligations shown on the ROPS. DOF approved 13-14a ROPS with the source of funds as LMIHF fund balance prior to approval of Housing DDR. DOF's subsequent approval of Housing DDR liquidated this fund balance. Request covers 13-14a period payments due and 13-14b period estimates for these project delivery costs.
216	RETIRED: Obligation transferred to Successor Housing Agency
217	RETIRED: Obligation transferred to Successor Housing Agency

Recognized Obligation Payment Schedule 13-14B - Notes

Attachment A-5

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
218	FINAL & CONCLUSIVE DETERMINATION (12.14.12): Contractual obligation under Hunters Point Shipyard-Phase 1 Disposition and Development Agreement to fund and construct affordable housing on Agency-owned parcels in HPS Phase 1;estimated cost of funding 218 affordable housing units, acutal amount will vary with actual cost of housing and timing of issuance of bonds. Obligation remains until affordable housing obligation is fulfilled. Contract expiration date reflects OCII obligations pursuant to the legal authority to collect tax increment in the HPS Redevelopment Plan ("Plan") under the Phase 2 DDA Financing Plan, affordable housing program (funded by LMIHF), and the Tax Allocation Pledge Agreement; also the Phase 1 affordable housing obligation to construct 218 affordable units (funded by LMIHF). This legal authority under the Plan to collect tax increment expires in 12-31-2057.
219	FINAL & CONCLUSIVE DETERMINATION (12.14.12); Pledge of Property Tax Revenues to fulfill affordable housing obligations in Candlestick Point-Hunters Point Shipyard-Phase 2 Disposition and Development Agreement (total outstanding debt in Statement of Indebtedness (9.30.11) ("SOI") estimated to be $1,074,632,964 from HPSY Housing Obligation, SOI at p. 57, less the $65.4 million estimated for the 218 units per the Phase 1 DDA, and an unspecified portion from BVHP Housing Obligation, SOI at p. 52, over life of project); required payments of housing set-aside to LMIH. Binding agreements per § 34171 (d) (1)(E));7 (amts owing to LMIHF, §34171 (d) (1)(G). Contract expiration date reflects OCII obligations pursuant to the legal authority to collect tax increment in the HPS Redevelopment Plan ("Plan") under the Phase 2 DDA Financing Plan, affordable housing program (funded by LMIHF), and the Tax Allocation Pledge Agreement; also the Phase 1 affordable housing obligation to construct 218 affordable units (funded by LMIHF). This legal authority under the Plan to collect tax increment expires in 12-31-2057.
220	Pledge of Property Tax Revenues, defined as Housing Increment, under Mission Bay North Tax Allocation Pledge Agreement (to which Owner is a third party beneficiary) to fulfill affordable housing obligations in Mission Bay North Owner Participation Agreement (total outstanding debt estimated to be $320,171,090 over life of project, SOI at p. 37). Upon completion of housing program in MB-North, tax increment then pledged to housing program in MB-South. Amount shown in RPPTF is estimate of projected housing tax increment, net of Mission Bay debt service and project staffing costs, however actual amount will be determined by actual tax increment collected and may be higher than amount shown on ROPS. Amounts shown in ROPS 13-14B period will be committed via a loan agreement to a qualified nonprofit housing developer, per the MB OPAs, to fund predevelopment expenses associated with the next affordable housing project, Block 6E.
221	RETIRED: Obligation transferred to Successor Housing Agency
222	RETIRED: Obligation transferred to Successor Housing Agency
223	RETIRED: Obligation transferred to Successor Housing Agency
224	RETIRED: Obligation transferred to Successor Housing Agency
225	RETIRED: Obligation transferred to Successor Housing Agency
226	Pledge of Property Tax Revenues, defined as Housing Increment, under Mission Bay South Tax Allocation Pledge Agreement (to which Owner is a third party beneficiary) to fulfill affordable housing obligations in Mission Bay South Owner Participation Agreement (total outstanding debt estimated to be $435,609,466 over life of project, SOI at p. 42). Amount shown in RPPTF is estimate of projected housing tax increment, net of Mission Bay debt service and project staffing costs, however actual amount will be determined by actual tax increment collected and may be higher than amount shown on ROPS. Funding during ROPS 13-14B period will be committed via a loan agreement to a qualified nonprofit housing developer, per the MB OPAs, to fund predevelopment expenses associated with the next affordable housing project, Block 6E.
227	Loan agreement funding development of 150 units of family rental housing to fulfill the Mission Bay OPA affordable housing obligations (see description above). Remaining funds to be expended during ROPS 14-15a period.
228	Estimated funding needed for construction of 200 units of family rental housing required pursuant to Mission Bay Owner Participation Agreement. Total estimated subsidy is $16,975,000. The funding shown between January and June 2014 is for construction activities.
229	RETIRED: Obligation transferred to Successor Housing Agency
230	RETIRED: Obligation transferred to Successor Housing Agency
231	RETIRED: Obligation transferred to Successor Housing Agency
232	Property management cost associated with Agency owned property.
233	Property management cost associated with Agency owned property.
234	Loan agreement funding predevelopment activities of family rental housing project. Disbursements required in ROPS13-14b period to complete predevelopment loan obligation.
235	PLACEHOLDER FOR FUTURE ROPS: Estimated $18.5 million required for construction of affordable housing to satisfy Replacement Housing Obligation described above.
236	RETIRED: Funding should be fully expended in July-December 2013 period.
237	PLACEHOLDER FOR FUTURE ROPS: Requirement of Section 5027.1 of California Public Resources Code that terminal project include 25 % of all new dwelling units in project area be available at affordable housing cost for low income households (60% AMI) and 10% of all new units be available for moderate income (120% AMI) (total outstanding debt estimated to be $849,936,548 over life of project, SOI at p. 47); required payments of housing set-aside to LMIHF. Binding agreement per state law obligation § 34171 (d)(1)(C) 7 (amts owing to LMIHF, §34171 , (d) (1)(G).
238	Loan agreement funding construction of supportive housing for formerly homeless. Funds expected to be expended in ROPS 14-15a or 14-15b.
239	$24.3 million of funding required for construction of affordable housing mandated by CA Public Resources Code Sec. 5027.1. Approximately $15.8 million of this amount for Transbay Block 6 plus approximately $2.5 million for predevelopment for Block 7. The source of $24.3 million funding and the subsequent loans made to the developers of Block 6 and 7 (both Mercy affiliates) is a restricted Developer Impact Fee (San Francisco Planning Code Section 415) to be paid by the market-rate developer of Transbay Block 6 to finance the affordable housing development under the Transbay Redevelopment Plan.
240	RETIRED: Funding should be fully expended in January-June 2013 period.
241	RETIRED: Obligation transferred to Successor Housing Agency
242	RETIRED: Obligation transferred to Successor Housing Agency

Recognized Obligation Payment Schedule 13-14B - Notes

Attachment A-5

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
243	RETIRED: Obligation transferred to Successor Housing Agency
244	RETIRED: Obligation transferred to Successor Housing Agency
245	RETIRED: Funding should be fully expended in July-December 2013 period.
246	RETIRED: Obligation transferred to Successor Housing Agency
247	RETIRED: Obligation transferred to Successor Housing Agency
248	RETIRED: Port Lease J
249	RETIRED Port Lease K
250	Port Lease N-1A. This lease is associated with South Beach Harbor. It will remain in place until the Successor Agency pays off the outstanding debt associated with the construction of the harbor facilities. The lease payments will still need to be made to the Port; the funding source for these payments is harbor revenues.
251	Port Lease N-1B. This lease is associated with South Beach Harbor. It will remain in place until the Successor Agency pays off the outstanding debt associated with the construction of the harbor facilities. The lease payments will still need to be made to the Port; the funding source for these payments is harbor revenues.
252	Port Lease N-2. This lease is associated with South Beach Harbor. It will remain in place until the Successor Agency pays off the outstanding debt associated with the construction of the harbor facilities. The lease payments will still need to be made to the Port; the funding source for these payments is harbor revenues.
253	RETIRED Port Lease M-3, M-4A, S1-D
254	RETIRED Rincon Park
255	Carmen's Sublease. This sublease agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage and close-out. The sublease terminated on April 6, 2013 and is now on a month-to-month basis pending the termination of the Successor Agency's ground leases with the Port of San Francisco, and the reversion of the land back to the Port. Until then, work includes lease management, possible bankruptcy/litigation work, landlord responsibilities, and property management.
256	RETIRED - replaced with Line 287
257	South Beach Harbor operations and rent/lease payments to Port of San Francisco. Includes sufficient for current operations in FY 13-14 and plus $60K additional obligation for FY 12-13 above the FY 12-13 budgeted amount that is paid from FY 13-14 ROPS authority.
258	
259	All bond trustee fees lines consolidated into new line
260	All bond arbitrage payments consolidated into new line
261	No debt service due Jan-June 2014. Annual debt service due August 2015. 1/2 annual amout will be requested in new debt service reserve line
262	All bond trustee fees lines consolidated into new line
263	All bond arbitrage payments consolidated into new line
264	$89883 RPTTF requested for Feb 2014 interest payment. Further $599883 due in Aug 2014 for $689766 annual total. $255000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
265	All bond trustee fees lines consolidated into new line
266	All bond arbitrage payments consolidated into new line
267	$469709 RPTTF requested for Feb 2014 interest payment. Further $4914709 due in Aug 2014 for $5384418 annual total. $2222500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
268	All bond trustee fees lines consolidated into new line
269	All bond arbitrage payments consolidated into new line
270	$784744 RPTTF requested for Feb 2014 interest payment. Further $5359744 due in Aug 2014 for $6144488 annual total. $2287500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
271	All bond trustee fees lines consolidated into new line
272	All bond arbitrage payments consolidated into new line
273	$141594 RPTTF requested for Feb 2014 interest payment. Further $1241594 due in Aug 2014 for $1383188 annual total. $550000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
274	All bond trustee fees lines consolidated into new line
275	All bond arbitrage payments consolidated into new line
276	$1221231 RPTTF requested for Feb 2014 interest payment. Further $6426231 due in Aug 2014 for $7647462 annual total. $2602500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
277	All bond trustee fees lines consolidated into new line
278	All bond arbitrage payments consolidated into new line

Item #	Notes/Comments
279	$146696 RPTTF requested for Feb 2014 interest payment. Further $391696 due in Aug 2014 for $538392 annual total. $122500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
280	All bond trustee fees lines consolidated into new line
281	All bond arbitrage payments consolidated into new line
282	$814253 RPTTF requested for Feb 2014 interest payment. Further $3629253 due in Aug 2014 for $4443506 annual total. $1407500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
283	All bond trustee fees lines consolidated into new line
284	All bond arbitrage payments consolidated into new line
285	$211084 RPTTF requested for Feb 2014 interest payment. Further $1716084 due in Aug 2014 for $1927168 annual total. $752500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
286	All bond trustee fees lines consolidated into new line
287	All bond arbitrage payments consolidated into new line
288	$71959 RPTTF requested for Feb 2014 interest payment. Further $2476959 due in Aug 2014 for $2548918 annual total. $1202500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
289	All bond trustee fees lines consolidated into new line
290	All bond arbitrage payments consolidated into new line
291	$777273 RPTTF requested for Feb 2014 interest payment. Further $3452273 due in Aug 2014 for $4229546 annual total. $1337500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
292	All bond trustee fees lines consolidated into new line
293	All bond arbitrage payments consolidated into new line
294	$319924 RPTTF requested for Feb 2014 interest payment. Further $699924 due in Aug 2014 for $1019848 annual total. $190000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
295	All bond trustee fees lines consolidated into new line
296	All bond arbitrage payments consolidated into new line
297	$456675 RPTTF requested for Feb 2014 interest payment. Further $1286675 due in Aug 2014 for $1743350 annual total. $415000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
298	All bond trustee fees lines consolidated into new line
299	All bond arbitrage payments consolidated into new line
300	$745788 RPTTF requested for Feb 2014 interest payment. Further $1500788 due in Aug 2014 for $2246576 annual total. $377500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
301	All bond trustee fees lines consolidated into new line
302	All bond arbitrage payments consolidated into new line
303	$3164156 RPTTF requested for Feb 2014 interest payment. Further $4814156 due in Aug 2014 for $7978312 annual total. $825000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
304	All bond trustee fees lines consolidated into new line
305	All bond arbitrage payments consolidated into new line
306	$1196947 RPTTF requested for Feb 2014 interest payment. Further $9836947 due in Aug 2014 for $11033894 annual total. $4320000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
307	All bond trustee fees lines consolidated into new line
308	All bond arbitrage payments consolidated into new line
309	$2326229 RPTTF requested for Feb 2014 interest payment. Further $7641229 due in Aug 2014 for $9967458 annual total. $2657500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
310	All bond trustee fees lines consolidated into new line
311	All bond arbitrage payments consolidated into new line
312	$412475 RPTTF requested for Feb 2014 interest payment. Further $1352475 due in Aug 2014 for $1764950 annual total. $470000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
313	All bond trustee fees lines consolidated into new line

Recognized Obligation Payment Schedule 13-14B - Notes

Attachment A-5

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
314	All bond arbitrage payments consolidated into new line
315	$803456 RPTTF requested for Feb 2014 interest payment. Further $928456 due in Aug 2014 for $1731912 annual total. $62500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
316	All bond trustee fees lines consolidated into new line
317	All bond arbitrage payments consolidated into new line
318	$1470719 RPTTF requested for Feb 2014 interest payment. Further $2270719 due in Aug 2014 for $3741438 annual total. $400000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
319	All bond trustee fees lines consolidated into new line
320	All bond arbitrage payments consolidated into new line
321	$2957131 RPTTF requested for Feb 2014 interest payment. Further $3087131 due in Aug 2014 for $6044262 annual total. $65000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
322	All bond trustee fees lines consolidated into new line
323	All bond arbitrage payments consolidated into new line
324	$175450 RPTTF requested for Feb 2014 interest payment. Further $205450 due in Aug 2014 for $380900 annual total. $15000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
325	All bond trustee fees lines consolidated into new line
326	All bond arbitrage payments consolidated into new line
327	$1322854 RPTTF requested for Feb 2014 interest payment. Further $1637854 due in Aug 2014 for $2960708 annual total. $157500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
328	All bond trustee fees lines consolidated into new line
329	All bond arbitrage payments consolidated into new line
330	$943397 RPTTF requested for Feb 2014 interest payment. Further $1193397 due in Aug 2014 for $2136794 annual total. $125000 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
331	All bond trustee fees lines consolidated into new line
332	All bond arbitrage payments consolidated into new line
333	$864666 RPTTF requested for Feb 2014 interest payment. Further $1249666 due in Aug 2014 for $2114332 annual total. $192500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
334	All bond trustee fees lines consolidated into new line
335	All bond arbitrage payments consolidated into new line
336	$1207641 RPTTF requested for Feb 2014 interest payment. Further $1612641 due in Aug 2014 for $2820282 annual total. $202500 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
337	All bond trustee fees lines consolidated into new line
338	All bond arbitrage payments consolidated into new line
339	$518459 RPTTF requested for Feb 2014 interest payment. Further $518459 due in Aug 2014 for $1036918 annual total. $0 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
340	All bond trustee fees lines consolidated into new line
341	All bond arbitrage payments consolidated into new line
342	$399841 RPTTF requested for Feb 2014 interest payment. Further $399841 due in Aug 2014 for $799682 annual total. $0 included in reserve request to even out debt service requirement across both ROPS periods in calendar year.
343	
344	
345	Agency salaries and consultant services related to debt portfolio management.
346	1986A South Beach Harbor bond. RPTTF estimate of tax increment related to South Beach Harbor pledged to repayment of bond. Amount allocated will be limited to actual amount received.
347	
348	CalBoating state loans for the construction of South Beach Harbor. Formerly line 256.

Item #	Notes/Comments
349	Source of funds: Developer reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. Under the Candlestick Point-Hunters Point Shipyard Disposition and Development Agreement ("Phase 2 DDA") whereby the master developer, as a party to the Phase 2 DDA, is obligated to pay the Successor Agency for various costs associated with pre-development and development activities.
350	Source of funds: Developer reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. Under the Candlestick Point-Hunters Point Shipyard Disposition and Development Agreement ("Phase 2 DDA") whereby the master developer, as a party to the Phase 2 DDA, is obligated to pay the Successor Agency for various costs associated with pre-development and development activities.
351	RETIRED - Applies to prior ROPS periods.
352	RETIRED - Never entered into the sub-grant. City was able to enter into a direct agreement with the Mission Bay Master Developer.
353	RETIRED - Never entered into the sub-grant. City was able to enter into a direct agreement with the Mission Bay Master Developer.
354	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 1 DDA Section 10. Agency Administration and the Interagency Cooperative Letter Agreement page 3 "Fees and Exactions" both allow for reimbursement of City/Agency costs on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays.
355	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 30 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 12-31-2033 inclusive of excusable delays.
356	Pursuant to the Implementation Agreement, section 2.1, and to be reimbursed by the TJPA, advertisements in local, regional, and national newspapers announcing the release of the Block 5 RFP
357	Pursuant to the Implementation Agreement, section 2.1, and to be reimbursed by the TJPA, graphic designer to prepare and print the Block 5 RFP and associated ad copy
358	Pursuant to the Implementation Agreement, section 2.1, real estate consultant needed to provide a 3rd party analysis of the submissions to the Blocks 8 and 5 RFPs
359	706 Mission Street Purchase and Sale Agreement ("PSA"). This PSA was approved by the Successor Agency's Oversight Board on July 22, 2013. That decision is still under review by DOF. The PSA sold the following three properties to an affiliate of Millenium Partners for the development of the 706 Mission Street/Mexican Museum project: (1) an improved subterranean public parking garage commonly known as the Jessie Square Garage located generally below Jessie Square Plaza; (2) an approximately 9,778-square-foot undeveloped parcel fronting Mission Street between Third and Fourth Streets adjacent to Jessie Square Plaza; and (3) a 3,690-square-foot air rights parcel located above Jessie Square Plaza. The PSA gives Millenium Partners two years to close this transaction.
360	Remaining Funds from The Gap for Security at Rincon Park. A 1995 Disposition and Development Agreement ("DDA") with The Gap required the retailer to build a waterfront park (now known as Rincon Park) and contribute $100,000 a year for 10 years (for a total of $1.0 million) for security services at the park. Rincon Park was completed in 2003 and the Gap began making its $100,000 annual payments that year. To date, the Gap has made seven payments for a total of $700,000. The Gap still owes $300,000 under the DDA for security at Rincon Park. The SFRA used the $700,000 paid to date to reimburse the Port of San Francisco (the "Port"), which has been maintaining the park. To date, the SFRA has paid the Port $608,318 for security services at the park. The Successor Agency holds a remaining balance of $91,682 in restricted funds from the Gap which needs to be transferred to the Port for security services at the park.
361	Developer additional funding obligation for 504 Alice Griffith Replacement Units not included above. Funds to pass through OCII. This is an estimated amount based on DDA "Alice Griffith Subsidy" in BMR Housing Plan Section 5.4(a) and (c) and Exhibit F-C. Includes estimate for cost overrun obligation described in 5.4(c) based on current development cost estimates--subject to change. This is in addition to the Former Agency's obligations in lines 161-163.
362	If there are insufficient RPFTTF funds distributed for the ROPS 13-14B period under lines 220 and 226 (MB North and South Pledge Agreements), the Successor Agency would seek to issue bonds during the ROPS 13-14B period, pursuant to Oversight Board and DOF approvals. Funding during ROPS 13-14B period would be for commitment of funds to a selected developer through a loan agreement for the predevelopment uses until the start of construction. Contract Start and End Dates are estimated.
363	Estimate of funding required for construction of affordable housing mandated by CA Public Resources Code Sec. 5027.1, per Item 191. The source of the loan is a restricted Developer Impact Fee (San Francisco Planning Code Section 415) to be paid by the market rate developer of Transbay Block 9 to finance the affordable housing development under the Transbay Redevelopment Plan.
364	All prior ROPS bond trustee fees lines consolidated into new line, with 6-month estimate of $22K.
365	All prior ROPS bond arbitrage payments consolidated into new line with 6-month estimate of $22K.
366	$24,390,000 debt service reserve sized to even out RPTTF debt service requirements across 2 ROPS periods in calendar year, equivalent to $48,513,000 each in ROPS 13-14B and ROPS 14-15A. $4,540,000 savings from ROPS 13-14A applied to this line due to excess distribution of Mission Bay increment by Controller in ROPS 13-14A beyond amount due above debt service. New Mission bay tax increment portion of this line equal to $1,125,000 for MBN and $830,000 for MBS, along with $3,379,147 for MBN and $3,325,701 for MBS from January interest payments on debt service lines 258-342, which should be taken into account when Controller determines total Mission Bay increment available to be distributed under ROPS lines 86,88, 226, 228.
367	Use of Bayview Hunters Point Excess Bond Proceeds post Finding of Completion (Tax Exempt Bond Proceeds, Series 2009 B & F), pusuant to Calif. Health & Safety Code Sec 34191.4(c)(2)(A) ; Successor Agency will enter into a Letter Agreement with the City through MOHCD, pursuant to Calif. Health & Safety Code Sec 34180(h), to provide funding for streetscape improvements through the "Model Block" program as part of the implementation of the HUD Choice Neighborhood Initiatives (CNI) Grant; Contract dates are estimates. Expenditures are consistent with bond convenatns requiring funds to be spnd for public improvements in the Bayview Hunters Point Project Area.

Recognized Obligation Payment Schedule 13-14B - Notes ***Attachment A-5***

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
368	Use of Bayview Hunters Point Excess Bond Proceeds post Finding of Completion (Tax Exempt Bond Proceeds, Series 2009 B & F)pusuant to Calif. Health & Safety Code Sec 34191.4(c)(2)(A); Successor Agency will enter into an Agreement with the City through MTA, pursuant to Calif. Health & Safety Code Sec 34180(h) to provide grant funds for the renovation of the plaza at the Bayview Opera House. Replaces previous Grant Agreement that was disallowed by DOF (Item # 16); Contract dates are estimates. Expenditures are consistent with bond convenatns requiring funds to be spnd for public improvements in the Bayview Hunters Point Project Area.