Item #	Project Name / Debt Obligation	Obligation Type	Contract/ Agreement Execution Date	Contract Agreement / Termination Date	Payee	Description/Proje ct Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 23-24 Total		23-:	-24A (July-December)		23-24A Total	23-24B (January-June)		23-24B Total
										\$ 744,794,249.00 Total	Bond Proceeds	Posonyo Palanco	Fund Sources Other Funds	RPTTF Admin RPTTF	Bond Proceeds Reserve Balance	Fund Sources Other Funds RPTTF	Admin RPTTF	
								1			Bona Proceeds	Reserve Balance	Other Funds			Other Funds RPTTF	Admin KPTTF	
1	Agency Admin Operations	Admin Costs	7/1/2023	6/30/2024	Agency and contracted state resources	contracted staff	ADM	\$ 3,465,223.00	N	\$ 3,465,223.00				\$ 3,465,223.00 \$	3,465,223.00		\$	-
7	Agency Admin Operations	Miscellaneous	7/1/2023	6/30/2024	CALPERS	Accrued Pension	ADM	\$ 107,992,724	N	\$ 2,557,072.00				\$ 2,557,072 \$	2,557,072.00		\$	-
9	Agency Admin Operations	Miscellaneous	7/1/2023	6/30/2024	CalPERS	Retiree Medical	ADM	\$ 942,546.00	N	\$ 942,546.00				\$ 799,546 \$	799,546.00	\$ 143,000	\$	143,000.00
						payments												
	LMIHF Loan Repayment per former SFRA Resolution No. 25-	SERAF/ERAF	3/16/2010	6/30/2023	Successor Agency	Repayment of \$16.483 borrowed	All Project Areas with Bond/Loan		Y	\$ -				\$	-		\$	-
	2010					by the former SF Redevelopment	Obligations											
						Agency from Low- Mod Income												
						Housing Fund (LMIHF) for SERAF												
21	HPS Phase 1 DDA	OPA/DDA/Construc	12/2/2003	12/31/2029	Various payees listed below	· · · · · · · · · · · · · · · · · · ·	HPS-CP	\$ 17,563,403.00	N	\$ -				\$	-		\$	-
22	Letter Agreement	Project Management Costs	4/5/2005	12/31/2029	CCSF/ DPW (Phase 1)	City staff (Taskforce) reimbursement for	HPS-CP	\$ 6,000,000.00	N	\$ 1,000,000.00			\$ 1,000,000.00	\$	1,000,000.00		\$	-
						work performed on												
23	Interagency Cooperative	Project	2/11/2005	12/31/2030	CCSF/ City Attorney or	City attorney or	HPS-CP	\$ 1,320,000.00	N	\$ 220,000.00			\$ 220,000.00	\$	220,000.00		\$	-
	Agreement-HPS Interagency Cooperative	Management Costs Project	2/11/2005	12/31/2029	outside counsel (Phase 1) CCSF/ DPH (Phase 1)	outside counsel City staff	HPS-CP	\$ 1,200,000.00	N	\$ 200,000.00			\$ 200,000.00	\$	200,000.00		\$	-
25	Agreement-HPS Consulting Contract	Management Costs Professional	7/1/2016	6/31/2036	MJF/Other	reimbursement for Administrative	HPS-CP	\$ 4,480,000.00	N	\$ 320,000.00			\$ 320,000.00	\$	320,000.00		\$	-
26	HPS Phase 1 DDA-Community	Services OPA/DDA/Construc	12/2/2003	12/31/2029	Various payees	support for the HPS Phase 1 DDA	HPS-CP	\$ 748,365.00	N	\$ 748,365.00			\$ 748,365.00	\$	748,365.00		\$	-
30	HPS Phase 2 DDA	OPA/DDA/Construc	6/3/2010	6/30/2037	Various payees listed below	w Disposition and Development	HPS-CP	\$ 85,200,881.00	N	\$ -				\$	-		\$	-
31	Consulting Services	Professional Services	7/1/2019	6/30/2037	TBD	Consultant: Relocation services	HPS-CP	\$ 1,000,000.00	N	\$ -			\$ -	\$	-		\$	-
32	Legal Services Contract	Professional	2/3/2009	6/30/2037	Kutak Rock (Phase 2)	Legal services	HPS-CP	\$ 500,000.00	N	\$ -			\$ -	\$	-		\$	-
	Interagency Cooperative Agreement-HPS	Project Management Costs	6/3/2010	6/30/2037	CCSF/ Planning(Phase 2)	City staff reimbursement for	HPS-CP	\$ 532,000.00	N	\$ 140,000.00			\$ 140,000.00	\$	140,000.00		\$	=
	0					work performed on												
34	Interagency Cooperative Agreement-HPS	Project Management Costs	6/3/2010	6/30/2036	CCSF/ City Attorney or outside counsel (Phase 2)		HPS-CP	\$ 7,000,000.00	N	\$ 500,000.00			\$ 500,000.00	\$	500,000.00		\$	-
	Interagency Cooperative Agreement-HPS	Project Management Costs	6/3/2010	6/30/2037	CCSF/ DPW (Phase 2)	City staff reimbursement for	HPS-CP	\$ 21,000,000.00	N	\$ 1,500,000.00			\$ 1,500,000.00	\$	1,500,000.00		\$	-
	Agreement 1113	management costs				work performed on												
	Interagency Cooperative Agreement-HPS	Project Management Costs	6/3/2010	6/30/2037	CCSF/ OEWD (Phase 1 & 2)	) City staff reimbursement for	HPS-CP	\$ 728,000.00	N	\$ 52,000.00			\$ 52,000.00	\$	52,000.00		\$	-
37	Interagency Cooperative	Project	6/3/2010	6/30/2037	CCSF/ DPH (Phase 2)	work performed on City staff	HPS-CP	\$ 5,600,000.00	N	\$ 400,000.00			\$ 400,000.00	\$	400,000.00		\$	-
	Agreement-HPS	Management Costs				reimbursement for work performed on												
	Transportation Plan	Project	6/3/2010	6/30/2037	CCSF/ MTA (Phase 2)	HPS City staff	HPS-CP	\$ 3,570,000.00	N	\$ 255,000.00			\$ 255,000.00	\$	255,000.00		\$	-
	Coordination Legal Service Contact	Management Costs Professional	10/1/2017	6/30/2037	Jones Hall (Phase 2)	reimbursement for Bond counsel and	HPS-CP	\$ 73,243.00	N	\$ 73,243.00			\$ 73,243.00	\$	73,243.00		\$	-
42		Services	0/20/2047	s /20 /2022		legal financial consultants	LUBS CD	2 400 000 00					A 240 000 00		210 000 00			
	Legal Services Contract State Lands Staff	Professional Project	9/30/2017 4/6/2011	6/30/2033 6/30/2033	Shute Mihaly (Phase 2) State Lands Commission	Legal services State Lands staff	HPS-CP HPS-CP	\$ 3,400,000.00 \$ 250,000.00	N N	\$ 340,000.00 \$ 25,000.00			\$ 340,000.00 \$ 25,000.00	\$	340,000.00 25,000.00		\$	-
	Reimbursement	Management Costs			(Phase 2)	reimbursement for work performed on												
	State Parks Staff	Project	4/6/2011	6/30/2033	CA State Parks and assoc.		HPS-CP	\$ 220,000.00	N	\$ 22,000.00			\$ 22,000.00	\$	22,000.00		\$	-
48	Financial Services	Professional Services	8/1/2018	6/30/2033	Various	Real Estate economic advisory	HPS-CP	\$ 720,000.00	N	\$ 72,000.00			\$ 72,000.00	\$	72,000.00		\$	-
49	Phase 2 DDA & Tax Increment	OPA/DDA/Construc	6/3/2010	12/31/2057	Successor Agency and CP		HPS-CP	\$ 4,704,917.07	N	\$ 1,373,242.00	:	\$ 3,556.00		\$ 684,843.00 \$	688,399.00	\$ 684,843.00	\$	684,843.00
50	Allocation Pledge Agreement - EDA Grant Agreement	tion Miscellaneous	9/21/2006	12/31/2022	DEVELOPMENT CO., LP  Various payees listed below	w Grant from the U.S.	HPS-CP	\$ -	Y	\$ -				\$	-		\$	-
	HPS Building 101	Improvement/Infra	12/1/2013	12/31/2022	CCSF/DPW	Economic Stabilization/	HPS-CP	\$ -	Y	\$ -				\$	-		\$	-
	Stabilization/Improvements	structure				Improvements for HPS Building #101												
	Conveyance Agreement between the US Government	Miscellaneous	3/31/2004	6/30/2036	Department of the Navy an others	od Orderly clean up and transfer of	HPS-CP	\$ 50,000.00	N	\$ -			\$ -	\$	-		\$	-
	Property Management	Property Maintenance	1/1/2014	6/30/2038	Various vendors	Repairs and maintenance as	HPS-CP	\$ 320,000.00	N	\$ 190,000.00			\$ 190,000.00	\$	190,000.00		\$	-
77	Lease for Building 606 to SFPD	Miscellaneous	5/1/1997	6/30/2030	Department of the Navy		HPS-CP	\$ 796,500.00	N	\$ 132,750.00			\$ 132,750.00	\$	132,750.00		\$	-
		1.0	40/2/22	c to a to a second		·							A		252.250.00			
	Lease Between the US Government and the Agency	Miscellaneous	10/1/2008	6/30/2030	Department of the Navy	103, 104, 115, 116,	HPS-CP	\$ 1,574,100.00	N	\$ 262,350.00			\$ 262,350.00		262,350.00		\$	-
						117 & 125												
70	Consulting Contract	Profession - I	12/20/2000	9/1/2020	Langan /Bhasa 4 9 Bb- 3	) Environment-1	huc Co	\$ 1,000,075,00	N1	¢			¢ =1= 14C 00		515 145 00			
/9	Consulting Contract	Professional Services	12/20/2009	8/1/2030	Langan (Phase 1 & Phase 2	engineering services	HPS-CP	\$ 1,890,876.00	N	\$ 515,146.00			\$ 515,146.00		515,146.00		\$	-
	Mission Bay North Owner	OPA/DDA/Construc	11/16/1998	11/16/2043	FOCIL-MB, LLC	Owner Participation	Mission Bay North	h \$ 61,918,000.00	N	\$ 2,000,000.00				\$	- \$ 2,000,000.00		\$	2,000,000.00
	Participation Agreement	tion				Agreement with FOCIL for												

		lau ·· ·																	
Item #	Project Name / Debt Obligation	Obligation Type	Contract/ Agreement Execution Date	Contract Agreement / Termination Date	Payee	Description/Proje ct Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 23-24 Total	23-24A (July-Decembe	er)		23-24A Total		23-24B (January-Jun	e)		23-24B Total
										\$ 744,794,249.00  Total Bond Proce	Fund Sources eds Reserve Balance Other Funds	RPTTF #	Admin RPTTF	Bond Proceeds	Reserve Balance	Fund Sources Other Funds	RPTTF	Admin RPTTF	
85 N	Mission Bay North CFD #4	Miscellaneous	10/23/2002	8/1/2031	Mission Bay North of Channel Trustee	Repayment of CFD #4 Bond pursuant to	Mission Bay North	\$ -	Y	\$ -				\$ -					\$ -
	ax Increment Allocation Pledge Igreement	OPA/DDA/Construc tion	11/16/1998	11/16/2043	Successor Agency, FOCIL- MB, LLC (3rd party beneficiary)		Mission Bay North	\$ 61,918,000.00	N	\$ 21,673.00				\$ -	\$ 21,673.00				\$ 21,673.00
	Mission Bay South Owner Participation Agreement	OPA/DDA/Construc tion	11/16/1998	11/16/2043	FOCIL-MB, LLC	Developer reimbursements for	Mission Bay South	\$ 335,920,000.00	N	\$ 36,464,488.00 \$ 35,842,	\$ 621,611.0	00		\$ 36,464,488.00					\$ -
	ax Increment Allocation Pledge Agreement	OPA/DDA/Construc tion	11/16/1998	11/16/2043	Successor Agency, FOCIL- MB, LLC (3rd party beneficiary), TBD financial	Allocation Pledge Agreement	Mission Bay South	\$ 335,920,000.00	N	\$ -				\$ -					\$ -
	Mission Bay Agency Costs deimbursements	Project Management Costs	7/1/2023	6/30/2024	consultant and other partie included in access control Successor Agency and othe parties included in Agency Costs	er Reimbursement of	Mission Bay North, Mission Bay South		N	\$ 3,758,600.00 \$ 2,924,	720.00 \$ 458,000.0	000		\$ 3,382,720.00	\$ 233,000.00	\$ 142,880.00			\$ 375,880.00
	Third Party Financial Consultant- DPW Contract	Project Management Costs	8/1/2022	7/31/2027	TBD		Mission Bay North, Mission Bay South	\$ 2,500,000.00	N	\$ 300,000.00 \$ 300,	000.00			\$ 300,000.00					s -
91 N	Mission Bay Art Program	Professional Services	10/26/1998	11/2/2028	San Francisco Arts Commission	Use of Art Fees as required by the	Mission Bay North, Mission Bay South		N	\$ 1,048,351.00	\$ 1,048,351.0	00		\$ 1,048,351.00					\$ -
P	Tax Increment Sales Proceeds Pledge Agreement (Tax ncrement)	OPA/DDA/Construc tion	1/20/2005	1/20/2050	Transbay Joint Powers Authority	Redevelopment  The tax increment generated from the sale and development of the State-owned parcels	Transbay	\$ 1,065,000,000.00	N	\$ 33,652,200.00		\$ 16,826,100.00		\$ 16,826,100.00			\$ 16,826,100.00		\$ 16,826,100.00
105 li	mplementation Agreement	OPA/DDA/Construc tion	1/20/2005	8/4/2036	Various	The Agency shall execute all activities related to the implementation of	Transbay	\$ 119,468,429.00	N	\$ -				\$ -					\$ -
	treetscape and Open Space mprovements for Folsom	Project Management Costs	9/17/2013	9/30/2024	CCSF, Department of Public Works and Municipal Transportation Agency	the Transhav c Coordination of design review through City Departments and	Transbay	\$ 205,000.00	N	\$ 205,000.00 \$ 205,	000.00			\$ 205,000.00					\$ -
	mplementation Agreement egal Review	Legal	7/1/2023	6/30/2024	City Attorney or outside counsel		Transbay	\$ 40,000	N	\$ 40,000.00	\$ 30,000.0	00 \$ 5,000.00		\$ 35,000.00			\$ 5,000.00		\$ 5,000.00
	ransbay Projections, Planning, Outreach, and Analysis	Professional Services	7/1/2023	6/30/2024	Various	Consultant and advisory services for implementation of Transbay Plan	Transbay	\$ 1,146,800.00	N	\$ 1,146,800.00	\$ 446,000.0	00 \$ 255,400.00		\$ 701,400.00			\$ 445,400.00		\$ 445,400.00
151 T	he Mexican Museum	Miscellaneous	12/14/2010	6/30/2024	The Mexican Museum/CCSI		YBC	\$ 6,557,098.00	N	\$ 6,557,098.00 \$ 4,997,	389.00 \$ 1,560,009.1	000		\$ 6,557,098.00					\$ -
t	Candlestick Point and Phase 2 of he Hunters Point Shipyard-Alice Griffith Funding		6/3/2010	12/31/2081	CP Development Co., LP/ McCormack Baron Salazar		HPS-CP- Housing	\$ 66,800,000.00	N	\$ -				\$ -					\$ -
А	Disposition and Development was greement -Hunters Point whipyard Phase 1; affordable wousing program funded by	OPA/DDA/Construc tion	12/2/2003	6/30/2062	Successor Agency	Contractual obligation to fund & construct affordable housing under	HPS-CP- Housing	\$ 13,200,000.00	N	\$ -				\$ -					\$ -
Д	Phase 2 DDA & Tax Increment Illocation Pledge Agreement Housing Portion)	OPA/DDA/Construc tion	6/3/2010	6/30/2062	Successor Agency	Phase 2 DDA & Pledge of Property Tax Revenues to fulfill affordable housing obligations	HPS-CP- Housing	\$ 664,220,000.00	N	\$ 494,139.00				\$ -			\$ 494,139.00		\$ 494,139.00
A (I	Alission Bay North Tax Allocation Pledge Agreement Housing Portion); affordable Housing program funded by MIHF for Mission Bay North	OPA/DDA/Construc tion	11/16/1998	11/16/2043	Successor Agency	Pledge of Property Tax Revenues under Mission Bay North Tax Allocation Pledge Agreement - see Notes	Mission Bay North Housing	\$ 61,980,000.00	N	S -				\$ -					\$ -
A (I h	Mission Bay South Tax Ulocation Pledge Agreement Housing Portion); affordable Housing program funded by MIHF for Mission Bay South	Miscellaneous	11/16/1998	11/16/2043	Successor Agency	Pledge of Property Tax Revenues under Mission Bay South Tax Allocation Pledge Agreement -	Mission Bay South Housing	\$ 274,000,000.00	N	\$ 561,701.00				\$ -	\$ 561,701.00				\$ 561,701.00
237 A		OPA/DDA/Construc tion	6/21/2005	6/21/2050	Successor Agency		Transbay - Housing	\$ 131,760,000.00	N	\$ 728,638.00				\$ -			\$ 728,638.00		\$ 728,638.00
	ax Allocation Bond Series 998C	Bonds Issued On or Before 12/31/10	3/10/1998	8/1/2024	Bank of New York	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 2,130,000.00	N	\$ 2,130,000.00				\$ - \$ 1,004,729.00			\$ 1,125,271.00		\$ 2,130,000.00
	ax Allocation Bond Series	Bonds Issued On or Before 12/31/10	7/1/1998	8/1/2024	Bank of New York	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 12,575,000.00	N	\$ 12,575,000.00				\$ - \$ 2,191,218.00			\$ 10,383,782.00		\$ 12,575,000.00
	ax Allocation Bond Series 2006A	Bonds Issued On or Before 12/31/10	8/24/2006	8/1/2036	Bank of New York	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 20,781,443.10	N	\$ 5,830,000.00				\$ -			\$ 5,830,000.00		\$ 5,830,000.00

Item #	Project Name / Debt Obligation	Obligation Type	Contract/ Agreement	Contract Agreement /	Payee	Description/Proje ct Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS	S 23-24 Total		23-	-24A (July-December)			23-24A Total		-	3-24B (January-June)	)		23-24B Total
			Execution Date	Termination Date	2						744,794,249.00		1	Fund Sources	<u> </u>					Fund Sources			
										Total		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
303	Tax Allocation Bond Series 2007A	Bonds Issued On or Before 12/31/10	11/8/2007	8/1/2037	Bank of New York	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 92,295,000.00	) N	\$	7,103,750.00						\$ -				\$ 7,103,750.00	\$	7,103,750.00
321	Tax Allocation Bond Series 2009E	Bonds Issued On or Before 12/31/10	12/17/2009	8/1/2039	U.S. Bank	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 55,820,000.00	) N	\$	4,664,727.00						\$ -				\$ 4,664,727.00	\$	4,664,727.00
345	Tax Allocation Bond Admin (A	NLL) Project Management Costs	7/1/2023	6/30/2024	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor		All Project Areas with Bond/Loan Obligations	\$ 693,741.00	) N	\$	693,741.00	\$ 143,709.00		\$ 550,032.00			\$ 693,741.00					\$	-
349	Project Related Employee Reimbursable	Project Management Costs	7/1/2014	6/30/2038	Various HPS Project Staff	HPS project transportation and meeting expenses	HPS-CP	\$ 39,200.00	N	\$	2,800.00			\$ 2,800.00			\$ 2,800.00					\$	-
354	Interagency Cooperative Agreement-HPS	Project Management Costs	6/3/2010	12/31/2030	CCSF/ Planning(Phase 1)	City staff reimbursement for work performed on	HPS-CP	\$ 6,000.00	) N	\$	1,000.00			\$ 1,000.00			\$ 1,000.00					\$	-
355	Interagency Cooperative Agreement-HPS	Project Management Costs	7/1/2014	6/30/2038	CCSF/ Public Utilities Commission (Phase 2)	City staff reimbursement for work performed on	HPS-CP	\$ 11,396,000.00	N	\$	814,000.00			\$ 814,000.00			\$ 814,000.00					\$	-
	CP Development Co Funds for AG Development	r OPA/DDA/Construction		6/30/2036	Double Rock Ventures LLC/affiliated LP	Funding required for construction subsidy	HPS-CP - Housing		) N	\$	-						\$ -					\$	-
376	Interagency Cooperative Agreement-HPS	Project Management Costs	1/1/2014	6/30/2038	CCSF/ Fire Department (Phase 2)	City staff reimbursement for work performed on HPS (Phase 2)	HPS-CP	\$ 700,000.00	N	\$	50,000.00			\$ 50,000.00			\$ 50,000.00					<u> </u>	-
	HPS Phase 2 DDA-Community Benefits Agreement	Miscellaneous	3/1/2014	6/30/2038	Legacy Foundation	Scholarship Program	HPS-CP	\$ 3,000,000.00	N	ş	408,800.00			\$ 408,800.00			\$ 408,800.00					\$	-
378	HPS Phase 2 DDA-Community Benefits Agreement	OPA/DDA/Construc	3/1/2014	6/30/2038	TBD	Education Improvement Fund	HPS-CP	\$ 9,500,000.00	N	\$	500,000.00			\$ 500,000.00			\$ 500,000.00					\$	-
381	HPS Infrastructure Design Review and Permitting Techni Support Contract	Professional ical Services	1/1/2019	6/30/2038	Hollins Consulting	Technical support and engineering services for vertical	HPS-CP	\$ 8,400,000.00	N	\$	600,000.00			\$ 600,000.00			\$ 600,000.00					\$	-
	2011 Hotel Occupancy Tax Refunding Bonds	Bonds Issued After 12/31/10	3/17/2011	6/1/2024	Bank of New York	Bond Debt Service	All Project Areas with Bond/Loan	\$ 8,675,000.00	) N	\$	4,653,750.00			\$ 216,875.00			\$ 216,875.00			\$ 4,436,875.00		\$	4,436,875.00
389	Tax Allocation Bond Series MBS2014A	Bonds Issued After 12/31/10	3/11/2014	8/1/2043	US Bank	Bond Debt Service	All Project Areas with Bond/Loan	\$ 49,680,000.00	) N	\$	3,498,500.00						\$ -				\$ 3,498,500.00	\$	3,498,500.00
391	Design and Construction of Under Ramp Park	Professional Services	1/20/2005	8/4/2036	CCSF, including: Public Works	Design and Construction of UnderRamp Park	Transbay	\$ 70,370,928.00	N	\$	70,370,928.00	\$ 64,000,000.00		\$ 6,283,771.00	\$ 7,200.00		\$ 70,290,971.00				\$ 79,957.00	\$	79,957.00
395	HPS Blocks 52/54 Affordable Housing	OPA/DDA/Construc	8/7/2018	12/1/2077	Various	HPS Blocks 52/54 Affordable Housing Predevelopment and Construction	HPS-CP- Housing	\$ 64,202,924	N	\$	64,202,924.00	\$ 64,202,924.00					\$ 64,202,924.00					\$	-
	Tax Allocation Bond Series 2014B	Bonds Issued After 12/31/10		8/1/2035	US Bank	Bond Debt Service	All Project Areas with Bond/Loan Obligations			\$	2,265,677.00						\$ -				\$ 2,265,677.00	\$	2,265,677.00
397	Tax Allocation Bond Series 2014C	Bonds Issued After 12/31/10	12/30/2014	8/1/2029	US Bank	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 2,795,000.00	) N	\$	559,000.00						\$ -				\$ 559,000.00	\$	559,000.00
398	Other Professional Services - HPSY P2	Project Management Costs	7/1/2018	6/30/2038	Various vendors	Other Professional Services - HPSY P2	HPS-CP	\$ 6,000,000.00	N	\$	600,000.00			\$ 600,000.00			\$ 600,000.00					\$	-
399	Tax Allocation Series MBN201	L6A Refunding Bonds Issued After 6/27/12	4/21/2016	8/1/2041	US Bank	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 64,940,000.00	) N	\$	5,185,000.00						\$ -				\$ 5,185,000.00	\$	5,185,000.00
400	Tax Allocation Series MBS201	_	4/21/2016	8/1/2043	US Bank	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 39,285,000.00	) N	\$	3,188,000.00						\$ -				\$ 3,188,000.00	\$	3,188,000.00
	Tax Allocation Series MBS201	6C Refunding Bonds Issued After 6/27/12	4/21/2016	8/1/2041	US Bank	Bond Debt Service	All Project Areas with Bond/Loan Obligations			\$	5,224,250.00						\$ -				\$ 5,224,250.00	\$	5,224,250.00
402	Tax Allocation Series MBS201	6D Bonds Issued After 12/31/10	9/20/2016	8/1/2043	US Bank	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 54,231,085.00	) N	\$	5,462,280.00						\$ -				\$ 5,462,280.00	\$	5,462,280.00
	Candlestick Point Block 10a Affordable Housing	OPA/DDA/Construc tion	12/6/2016	6/1/2081	Candlestick 10a Associates, L.P.	, HPS-CP Block 10a Affordable Housing Predevelopment and Construction	HPS-CP- Housing	\$ 57,508,000.00	N	\$	1,613,000.00	\$ 1,613,000.00					\$ 1,613,000.00					\$	-

Item #	Project Name / Debt Obligation	Obligation Type	Contract/ Agreement	Contract Agreement /	Payee	Description/Proje ct Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS	S 23-24 Total			23-2	24A (July-December)			23-24A Total		:	23-24B (January-June	)		23-24B Total
<b> </b>	<b>Q</b>	+	Execution Date		9				<del>                                     </del>		744,794,249.00				Fund Sources						Fund Sources			
<b>!</b>			<u> </u>							Total		Bond Procee		eserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
404	Candlestick Point Block 11a Affordable Housing	OPA/DDA/Construc tion	2/7/2017	6/1/2081	California Limited Partnership	HPS-CP Block 11a Affordable Housing Predevelopment and Construction	HPS-CP- Housing \$	\$ 63,000,000.00	N	\$	1,173,000.00	\$ 1,173,0	000.00					1,173,000.00					\$	
406	Transbay Block 4 Affordable Housing Funding	OPA/DDA/Construc	12/31/2021	12/31/2078	TBD	Funding required for construction subsidy	Transbay - Housing \$	\$ 90,869,024	N	\$	90,869,024.00	\$ 46,040,9	916.00 \$	288,607.00	\$ 44,539,501.00		\$	90,869,024.00					\$	-
	Refunding Bond Reserve Payments (All)	Bonds Issued After 12/31/10		8/1/2047		Bond Portfolio Management	All Project Areas \$ with Bond/Loan Obligations	\$ 73,089,431.70	N	\$	48,089,432.00	\$ 45,799,4	159.00	Ş	\$ 2,289,973.00		Ş	\$ 48,089,432.00					\$	-
408	Tax Allocation Series 2017A Affordable Housing Bonds	Bonds Issued After 12/31/10	3/29/2017	8/1/2044	US Bank	Bond Debt Service	All Project Areas with Bond/Loan	\$ 24,500,000.00	) N	\$	1,024,355.00						\$	-				\$ 1,024,355.00	\$	1,024,355.00
409	Tax Allocation Series 2017B Transbay Bonds	Bonds Issued After 12/31/10	3/29/2017	8/1/2046	US Bank	Bond Debt Service	Obligations All Project Areas with Bond/Loan	\$ 19,850,000.00	) N	\$	992,500.00						\$	-				\$ 992,500.00	\$	992,500.00
	Tax Allocation Series 2017C Mission Bay New Money and Refunding Housing Bonds	Bonds Issued After 12/31/10	3/29/2017	8/1/2043	US Bank	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 31,245,000.00	) N	\$	3,478,919.00						5	-				\$ 3,478,919.00	\$	3,478,919.00
	Enforceable Obligation Support	rt Project Management Costs	7/1/2023	6/30/2024		Enforceable Obligation Support. Agency costs that fund project support	Various	\$ 10,427,738.00	) N	\$	10,427,738.00			;	\$ 9,256,219.00	\$ 585,760.00	S	9,841,979.00				\$ 585,759.00	\$	585,759.00
412	Surety Bond Credit Program	OPA/DDA/Construc tion	7/1/2018	6/30/2038	TBD	Surety Bond and Credit Program	HPS-CP \$	\$ 750,000.00	N	\$	250,000.00			Ş	\$ 250,000.00		\$	\$ 250,000.00					s	-
	Transbay Block 2 West Affordable Housing Funding	OPA/DDA/Construc tion	3/1/2021	3/1/2080		Funding required for predevelopment and construction subsidy	Transbay - Housing \$	\$ 65,011,065	N	\$	65,011,065.00			\$	\$ 65,011,065.00		Ş	65,011,065.00					\$	-
415	Tax Allocation Series 2017D Housing Refunding Bonds	Bonds Issued After 12/31/10	11/30/2017	8/1/2041	US Bank	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 65,770,000.00	) N	\$	11,809,144.00						\$	-				\$ 11,809,144.00	\$	11,809,144.00
	Transbay Block 2 East Affordable Housing Funding	OPA/DDA/Construc tion		3/1/2080	TBD	predevelopment and construction	Transbay - Housing S			\$	72,972,179.00			13,967,522.00		\$ 4,485,631.00	Ş	68,486,548.00				\$ 4,485,631.00	\$	4,485,631.00
	Mission Bay South Block 9 Affordable Housing Funding	OPA/DDA/Construc tion	4/7/2020	6/30/2077		Funding required for predevelopment and construction subsidy for	Mission Bay South - \$ Housing	\$ 12,292,981.00	N	\$	12,292,981.00	\$ 10,592,9	981.00	\$	\$ 1,700,000.00			12,292,981.00					\$	-
419	Mission Bay South Block 9A Affordable Housing Funding	OPA/DDA/Construc tion	4/7/2020	4/1/2079	350 China Basin Partners LLC	C Funding required for predevelopment and construction	Mission Bay South - S Housing	\$ 61,371,022	N	\$	8,000,000.00						Ş	-			\$ 8,000,000.00		\$	8,000,000.00
420	HPS Block 56 Affordable Housing	OPA/DDA/Construc	4/7/2020	12/1/2078	Hunters Point Block 56, L.P.	subsidy for  . HPS Block 56 Affordable Housing Predevelopment	HPS-CP- Housing \$	\$ 33,758,949	N	\$	33,758,949.00	\$ 33,758,9	949.00				5	33,758,949.00					\$	-
	Tax Allocation Bond Series 2017E	Bonds Issued After 12/31/10	11/30/2017	8/1/2041	US Bank	Bond Debt Service	All Project Areas swith Bond/Loan Obligations	\$ 17,645,000.00	N	\$	1,423,575.00						Ş	-				\$ 1,423,575.00	\$	1,423,575.00
	Professional Services CMG Design - Essex	Professional Services	7/1/2011	6/28/2024	CMG Landscape Architecture	e Payment for conceptual designs through contract	Transbay	\$ -	- Y	\$	-							-					\$	-
423	Design and Construction Monitoring of Under Ramp Par	Professional rk Services	7/1/2011	6/28/2024	CMG Landscape Architecture		Transbay \$	\$ 3,045,043.00	N	\$	3,045,043.00	\$ 2,508,7	775.00	\$	\$ 536,268.00		5	3,045,043.00					\$	-
424	Streetscape and Open Space Improvements - Essex	Streetscape and Open Space Improvements -	1/20/2005	8/4/2036	CCSF, including: Public Works and Municipal Transportation Agency	Coordination of design review through City	Transbay		Y	\$	-						\$	-					\$	-
428	Mission Bay South Block 12W	Eccov	7/7/2021	12/1/2080	TBD	Donartments and	Mission Bay South - : Housing	\$ 140,560,680	) N	\$	7,030,000.00	\$ 1,076,5	521.00 \$	3,504,107.00 \$	\$ 2,449,372.00		Ş	7,030,000.00					\$	-
	Design monitoring and Construction of Transbay Park	Professional Services	9/18/2018	9/18/2024	CCSF, including: Department of Public Works, Municipal Transportation Agency,	design review	Transbay	\$ 44,660,658.00	) N	\$	44,660,658.00	\$ 41,907,3	365.00	5	\$ 2,753,293.00		\$	44,660,658.00					\$	-
	Tax Allocation Bond Series 2021A - SB107 Housing Bond	Bonds Issued After 12/31/10	7/1/2021	7/1/2051	TBD	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$ 127,210,000.00	N	\$	6,733,490.00						\$	-				\$ 6,733,490.00	\$	6,733,490.00
434	Bond Cost of Issuance	Fees	7/1/2023	6/30/2024	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor		All Project Areas with Bond/Loan Obligations	\$ 2,745,440.00	) N	\$	2,745,440.00	\$ 2,745,4	140.00				S	2,745,440.00					\$	-
	Tax Allocation Bond Series 2022A - Infrastructure Bond	Bonds Issued After 12/31/10	7/1/2022	7/1/2052	TBD	Bond Debt Service	All Project Areas with Bond/Loan Obligations	\$	- Ү	\$	-						5	-					s	-
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Item #	Project Name / Debt	Obligation Type	Contract/	Contract	Payee	Description/Proje	Project Area	Total Outstanding Debt	Retired	ROPS 23-24 Total	·	23	-24A (July-December)	·		23-24A Total			23-24B (January-Jun	e)		23-24B Total
	Obligation		Agreement	Agreement /		ct Scope		or Obligation														
			<b>Execution Date</b>	Termination Date																		
										\$ 744,794,249.00			Fund Sources						Fund Sources			
										Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
436	Mission Bay South Block 4E	OPA/DDA/Construc	7/7/2021	12/1/2080	TBD	Funding required for	Mission Bay South	\$ 132,684,597	N	\$ 7,030,000.00		\$ 3,485,603.00	\$ 3,544,397.00			\$ 7,030,000.00					\$	-
		tion				predevelopment	Housing															
						and construction																
						subsidy for																
						affordable housing																
	Tax Allocation Bond Series	Bonds Issued After	7/1/2023	7/1/2053	TBD	Bond Debt Service	All Project Areas	\$ 41,440,000	N	\$ 3,339,501.00						\$ -				\$ 3,339,501.00	\$	3,339,501.00
	2023C - Infrastructure Bond	12/31/10					with Bond/Loan															
							Obligations															
438	Tax Allocation Bond Series	Bonds Issued After	7/1/2023	7/1/2053	TBD	Bond Debt Service	All Project Areas	\$ -	Υ	s -						\$ -					Ś	-
	2023B - 2016D Refunding Bond		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	., _,			with Bond/Loan	Ť		Ť						*						
							Obligations															
							-															
	Tax Allocation Bond Series	Bonds Issued After	7/1/2023	7/1/2053	TBD	Bond Debt Service	All Project Areas	\$ 51,565,826	N	\$ 4,155,504.00						\$ -				\$ 4,155,504.00	\$	4,155,504.00
	2023A- Affordable Housing	12/31/10					with Bond/Loan															
	Bond						Obligations															
					1			l l							1	1	1	I		1	1	

\$ 744,794,249.00 \$ 379,863,175.00 \$ 21,249,395.00 \$ 183,492,136.00 \$ 26,206,552.00 \$ 3,465,223.00 \$ 614,276,481.00 \$ 3,195,947.00 \$ 2,816,374.00 \$ 12,579,755.00 \$ 111,925,692.00 \$ - \$ 130,517,768.00

Source	г.	23-24
Bond Proceeds	\$	383,059,122.00
Reserve Balance	\$	24,065,769.00
Other Funds	\$	196,071,891.00
RPTTF Non-Admin	\$	138,132,244.00
RPTTF Admin (ACA)	\$	3,465,223.00
	\$	744,794,249.00

## Exhibit A-2, ROPS 23-24

1	Notes
_	Agency and Contracted Salaries & Benefits and other Administrative Costs. This line includes non-salary costs previously in line 4. Lines 1-4 in prior ROPS is combined into Line 1. All costs relating to supporting enforceable obligations related to project areas and affordable housing have been moved to line 411. administrative costs funded by the Administrative Cost Allowance represents other costs not otherwise billable to developers or charged to RPTTF.
	CalPERS Unfunded Actuarial Liability. As per the Annual Valuation Report for PEPRA Miscellaneous Plan, the 23-24 ARC is \$0. As per the Annual Valuation For PEPRA Miscellaneous Plan, the 23-24 ARC is \$2,557,072. Thus, the total amount due is \$2,557,072
9	Retiree Health Insurance Premiums. Monthly retiree health premiums are \$67k per month or \$800k per year, plus \$143,000 for OPEB Expenses to pay down
	RETIRED IN 23-24. Repayment of LMIHF Loan for 2010 SERAF. The Low and Moderate Income Housing Fund ("LMIHF") loaned the San Francisco Redevelop Agency \$16.483 million to assist with the Supplemental Educational Revenue Augmentation Fund ("ERAF") payment due in 2010 (SFRA Reso 25-2010). Repayments includes interest accrued at applicable Local Agency Investment Fund ("LAIF") rate since March 2010. Repayments were authorized in Oversight Inc. 2010 and 1910 and
21	HPS Phase 1 DDA. This is a summary line for Lines 22, 23, 24, 25, 26, and 354. (Please note Line 36, 48, Line 76, Line 79 Line 349 and Line 381 are ROPS line HPS Phase 1 DPW Letter Agreement. This is funded by Developer Reimbursements. This is an ongoing cost that the Successor Agency anticipates until the of the Hunters Point/Shipyard project. Both the Phase 1 DDA (under Section 10 Agency Administration) and the Interagency Cooperative Letter Agreement "Fees and Exactions") allow for the reimbursement of City/Successor Agency costs on an as-needed basis. Contract expiration date reflects OCII obligations to the Phase 1 DDA School of Parformance, which includes a herizontal and vertical construction work program. The work program is projected to be seen
23	to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be con HPS Phase 1 City Attorney/Outside Counsel. This is funded by Developer Reimbursement. This is an ongoing cost that the Successor Agency anticipates unt completion of the Hunters Point/Shipyard project. Both the Phase 1 DDA (under Section 10 Agency Administration) and the Interagency Cooperative Letter Agreement (on page 3 "Fees and Exactions") allow for the reimbursement of City/Successor Agency costs on an as-needed basis. Contract expiration date re 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 construction work program.
24	HPS Phase 1 Department of Public Health ("DPH"). This is funded by Developer Reimbursement. This is an ongoing cost that the Successor Agency anticipal the completion of the Hunters Point/Shipyard project. Both the Phase 1 DDA (under Section 10 Agency Administration) and the Interagency Cooperative Legarge and Exactions") allow for the reimbursement of City/Successor Agency costs on an as-needed basis. Contract expiration date responsible to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program is a contract expiration to the Phase 1 DDA Schedule of Performance, which includes a horizontal and vertical construction work program.
25	HPS Support for CAC. This is funded by Developer Reimbursement. This is an ongoing cost which the Successor Agency anticipates will continue until the en Hunters Point/Shipyard project. The Interim Lease, (under Exhibit E-1 – Baseline Services) requires a site office/administrative services and maintenance serwork program is projected to be complete by 6/30/2038, since it will cover both Phase 1 and Phase 2.
26	<b>HPS Phase 1 Community Benefits Agreement.</b> This is funded by Developer Payment. Transfer of funds is required by the Phase 1 DDA Attachment 23 Section "Establishment of a Quasi-Public Entity" and Section 3.2 "Community Benefits Budget."
	HPS Phase 2 DDA. This is funded by Developer Reimbursement. This line and the payments listed in ROPS Lines 31-35,37, 39,41-44, 49, 75, 77-79, 355, 376-398, 412 are related to the enforceable obligations under the Candlestick Point-Hunters Point Shipyard Disposition and Development Agreement ("Phase 2 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 adevelopment activities. The Successor Agency advances these payments, which will be subsequently reimbursed by the developer as required under the Phase Successor Agency payments to implement the Phase 2 DDA will appear in sub-lines following this master line in future ROPS. Contract expiration dat OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program. The work program
	HPS Relocation Services. This is funded by Developer reimbursement. The Federal Union Relocation Act requires relocation planning and provision of relocations. 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. Section 3.4 "Additional Community Facilities." Relocation services will be provided in close proximity to the new Artists' Building is completed.
32	HPS Legal Services Related to Property Transfers. This is funded by Developer Reimbursement. Contract expiration date reflects Successor Agency's obligate pursuant to the Navy/Agency Conveyance Agreement, through to the final Navy parcel to transfer, which is projected to be 6/30/2038.
33	HPS Phase 2 Support Services for Planning per Phase 2 DDA and Planning Memorandum of Understanding. This is funded by developer reimbursements. ongoing costs which the Successor Agency anticipates until the completion of the Hunters Point/Shipyard project. The Phase 2 DDA Interagency Cooperation Agreement allows for the reimbursement of City costs on an as-needed basis. Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA of Performance, which includes a horizontal and vertical construction work program. The work program is projected to be complete by 6/30/2038.
36	Interagency Cooperative Agreement-HPS. This is funded by Developer Reimbursement. Per the ICA, Office of Economic and Workforce Development staff workforce and contracting compliance for HPS Phase 1 and Phase 2 DDAs. These are ongoing costs which the Successor Agency anticipates until the complete Hunters Point/Shipyard project. The Phase 2 DDA Interagency Cooperation Letter Agreement allows for the reimbursement of City costs on an as-need Contract expiration date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction program. The work program is projected to be complete by 6/30/2038. This line is funded by Developer reimbursment for the Office of Economic and World Development staff work on workforce and contracting compliance for housing and infrastructure for HPS Phase 1 and Phase 2.
41	HPS Public Finance Counsel Support. This is funded by Developer Reimbursements. Under the Phase 2 DDA Financing Plan, Section 4.2 "Alternative Financi requires the Successor Agency to pursue "other methods of Public Financing for Project Costs"including tax-exempt bonds, taxable bonds, tax-credit bond or state loans issued by the Successor Agency, the City or a joint powers authority for application towards the Qualified Project Costs.
	HPS Phase 2 Counsel Support Related to State Lands. This is funded by Developer Reimbursements. The Phase 2 DDA Sections 6.1 "Trust Exchange" and 6.2 State Park Site" place a legally binding obligation on the Successor Agency to "effectuate the planned consolidation and reconfiguration of lands within the Site (HPS and Candlestick Point) that are or may be held subject to the public trust" under the jurisdiction of the State Lands Commission and/or the Califor Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. The contract expiration date
	the current three-year contract. However, the Successor Agency's obligations relating to the State Lands transfer continue through the last State Park closing HPS Phase 2 State Lands and State Parks Staff Reimbursement. This is funded by Developer Reimbursements. The Phase 2 DDA Sections 6.1 "Trust Exchange 6.2.1 "CP State Park Site" place a legally binding obligation on the Successor Agency to "effectuate the planned consolidation and reconfiguration of lands verified Project Site (HPS and Candlestick Point) that are or may be held subject to the public trust" under the jurisdiction of the State Lands Commission and/or the Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. Services are provided and reconstructions.
	HPS Phase 2 Real Estate Economic Advisory Services. This is funded by Developer Reimbursements. This line is for a Real Estate Development Advisor to professional services on as-needed basis to provide technical peer review of proformas, independent market and financial analysis, ongoing strategic advice development negotiations, and other real estate advisory services as needed to help meet our obligations under the Phase 1 & Phase 2 DDA.
49	HPS Phase 2 DDA & Tax Increment Allocation Pledge Agreement. FINAL & CONCLUSIVE DETERMINATION RECEIVED 12/14/12. Required under Phase 2 DDA Financing Plan, pledge of all available Net Tax Increment from Project Area (BVHP Zone 1 & HPS) obligates Successor Agency to use tax increment and to iss backed by tax increment, proceeds of which are used to repay the master developer for infrastructure. This is an estimate; actuals will vary with actual cost infrastructure and timing of issuance of bonds. Tax increment is irrevocably pledged to provide for direct reimbursement and payment of debt service on be proceeds of which reimburse master developer for infrastructure installed in plan area. Contract expiration date reflects Successor Agency's obligations pur egal authority to collect tax increment in HPS Redevelopment Plan ("Plan") under Phase 2 DDA Financing Plan, affordable housing program, Tax Allocation Agreement. This legal authority under the Plan to collect tax increment expires in 12/31/2057
	RETIRE IN 23-24. HPS EDA Grant. This are fund from two grants from the U.S. Department of Commerce Economic Development Administration for Hunters Point/Shipyard. This is the federal share to perform capital repairs and improvements to Building 101, which houses artists' studios. The grant requires a 10 perform capital repairs and improvements to Building 101, which houses artists' studios.
62	RETIRE IN 23-24.
72 75	Retire  HPS Navy Conveyance Agreement. This is funded by Developer Reimbursements. This line and the payments related to Navy leases are enforceable obligated.

Yes   Property Management. This is funded by Developed heimbouraments from lease recentures or searched certain production of support from the colorophome of transfer behalt has been produced on an averaged on the contract certain production of the production of the colorophome of the many of the production of the production of the colorophome of the many of the production of the produ	Number	Notes
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COLL-MS, LLC for infrastructure. The final total amount of the Outstanding Debt or Obligation will vary depending on the actual expenditures at a water control of the cont	84	MBN OPA. FINAL & CONCLUSIVE DETERMINATION RECEIVED 1.24.14. This line shows the amount of funds that will be used to reimburse FOCIL-MB, LLC pure
86 MM Payment on CFDH4 Bands, Ageincin 23.24. 87 MM Payment on CFDH4 Bands, Ageincin 23.24. 88 MM Payment on CFDH4 Bands, Ageincin 23.24. 88 MM Payment on CFDH4 Bands, Ageincin 23.24. 89 MM Payment Payment Payment Payment Payment Payment Payment on CFDH4 Bands ageincin 23.24. 89 MM Payment		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) t
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219 CP-HPS Phase 2 CP Affordable Housing Obligation. FINAL & CONCLUSIVE DETERMINATION RECEIVED 12/14/12 (shown as line 174 on the F&C will numbering system). Contractual obligations approved by DOF to fund and construct affordable housing on Agency-owned parcels in CP-HPS2.  220 Mission Bay North Affordable Housing Obligation. FINAL & CONCLUSIVE DETERMINATION RECEIVED 1/24/14. This line reflects the Pledge of Proceedings of the Pledge of Procedure o		timing of issuance of bonds. Obligation remains until affordable housing obligation is fulfilled. The estimated cost for first project (Blocks 52 & 54) has been
III numbering system). Contractual obligations approved by DOF to fund and construct affordable housing on Agency-owned parcels in CP-HPS2.  Mission Bay North Affordable Housing Obligation. FINAL & CONCLUSIVE DETERMINATION RECEIVED 1/24/14. This line reflects the Pledge of Proceedings of the Pledge of Procedure of Transport of Transpor		
220 Mission Bay North Affordable Housing Obligation. FINAL & CONCLUSIVE DETERMINATION RECEIVED 1/24/14. This line reflects the Pledge of Pro		
Idetined as Housing Ingrament, under Missian Day Martin Tay Allegation Distance Assessment Assessment Assessment and the Control of the Assessment Assessm		
		defined as Housing Increment, under Mission Bay North Tax Allocation Pledge Agreement (to which Owner is a third party beneficiary) that may be used to
Tanordable nousing obligations in Mission Bay North Owner Participation Agreement. Upon completion of housing program in MB North, tax inc		affordable housing obligations in Mission Bay North Owner Participation Agreement. Upon completion of housing program in MB North, tax increment is the

Number	Notes
226	Mission Bay South Affordable Housing Obligation. FINAL & CONCLUSIVE DETERMINATION RECEIVED 1/24/14. This line reflects Pledge of Property Tax Reve
	defined as Housing Increment, under Mission Bay South Tax Allocation Pledge Agreement (to which Owner is a third party beneficiary) to fulfill affordable h
237	obligations in Mission Bay South Owner Participation Agreement. The total outstanding obligation estimate of \$274M is based upon the cost of the remain <b>Transbay Affordable Housing Obligation.</b> FINAL & CONCLUSIVE DETERMINATION RECEIVED 4/15/13. Requirement of the Implementation Agreement (Line
237	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 hou
	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
	over life of project (page 47 of the SOI) and required funding for affordable housing obligations. Funding for the specific affordable housing projects and de
	on associated tax allocation bonds required per this obligation are shown on individual Transbay lines: Lines 238 (R.C. Apts), 239 (Blks 6/7), 374 (Blk 8), 406
261	1998C Bond Debt Service.
264	1998D Bond Debt Service. Bonds were partially refunded in 2014C bonds. The total obligation is the remaining amount
345	<b>Bond Management Administration Costs</b> . The RPTTF charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal cofinancial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
349	Project Related Employee Reimbursable. Employee reimbursements for project related travel and other project expenses.
354	HPS Phase 1 City Planning Staff Costs. This is funded by Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completi HPS Phase 1 Project. The work program is projected to be complete by 12/31/2030 but is subject to change based on construction delays.
355	HPS Phase 2 CP SF Public Utilities Commission Staff Costs. This is funded by Developer Reimbursement. This is an ongoing cost which the Successor Agence
361	anticipates until the completion of the HPS Phase 2 Project. The work program is projected to be complete by 6/30/2038.  CP Development Co Funds for AG Development. HPS/CP Developer commitment to provide funding for Alice Griffith Project to supplement Successor Age
301	funding included in ROPS Line 161, which was finally and conclusively determined to be an enforceable obligation on 12/14/2012. Funds to pass through O they can be provided in loan agreement to the affordable housing project. This is an estimated amount based on DDA "Alice Griffith Subsidy" in BMR Housi Section 5.4(a) and (c) and Exhibit F-C, but if overruns occur, the developer is contractually obligated to increase their contribution. In ROPS 16-17 \$5.2 millions.
	included for Phase 4 (formerly known as Phase 3C) and subject to AB 471. In ROPS 17-18, due to configuration of units types, developer fee contribution in
376	HPS Phase 2 Support services. This is funded by Developer Reimbursements. These are ongoing costs which the Successor Agency anticipates until the com
	the HPS project. The Phase 2 DDA Interagency Cooperation Letter Agreement allows for the reimbursement of City costs on an as-needed basis. Contract e date reflects OCII obligations pursuant to the Phase 2 DDA Schedule of Performance, which includes a horizontal and vertical construction work program.
377	HPS Phase 2 Community Benefits Agreement Scholarship Program. This is funded by Developer Payments. In accordance with the Phase 2 Community Ber
	Exhibit G to the Phase 2 DDA, the Successor Agency will transfer funds to fulfill the Scholarship Fund obligation. Payments will be disbursed over time. As re
	ROPS 20-21, to date, OCII has received and will therefore expend \$500,000. See Section 1.1 of the Community Benefits Plan for Scholarship Program. In the
	Developer will contribute another 3,000,000 to this fund which is reflected in the total outstanding obligation fund column.
378	HPS Phase 2 CP Community Benefits Agreement Education Improvement Fund. This is funded by Developer Payment. Pursuant to the Phase 2 Community
	Plan, Exhibit G to the Phase 2 DDA, this is for education enhancement within Bayview Hunters Point. This is an ancillary contract in compliance with Line 49
	Line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14, 2012. Payments will be disbursed over the contract of the con
381	HPS Design Review and Permitting Technical Support. This is funded by Developer Reimbursements. This is an ongoing cost which the Agency anticipates
	completion of the HPS Phase 1 and Phase 2. The Phase 1 DDA Section 10 and Phase 2 DDA Section 19. Agency Administration and the Interagency Coopera
382	Agreement page 3 "Fees and Exactions" both allow for the reimbursement of City/Agency costs on an as-needed basis. Contract expiration reflects the nee <b>2011 Hotel Occupancy Tax Refunding Bonds Debt Service</b> . As city pays debt service, funds are included in Other.
389	Tax Allocation Bond Series MBS2014A.
391	Transbay Under Ramp Park Construction. Contract to be managed by the San Francisco Department of Public Works, as an ancillary contract in compliance
	Section 201 of the Transbay Implementation Agreement (Line 105). The project was delayed in FYs 20/21 and 21/22 and the contract with Public Works has remaining balance of approximately \$6.35M; the project restarted in the A period of FY 21/22 and the current contract balance is being rolled forward. Por contract to be funded by RPTTF would only be drawn on if project was actually moving forward, hence request is in B period and may not be actually receiv needed. The Outstanding Balance Amount reflects the design and predevelopment work, but also now includes a \$64M estimate for construction. We antic
395	HPS Affordable Housing Blocks 52/54. This line is per final and conclusive determination for HPS housing obligation in umbrella line 218. \$2.5M in ROPS 14 predevelopment was increased to \$4.0M in ROPS 16-17 amendment to reflect timetable extension and combining Blocks 52/54 for a more financially feasile "scattered site" development. Predevelopment funding in ROPS 20-21 may continue spending into ROPS 22-23 due to State financing uncertainty. The ROPS included OCII's construction funding, but due to project delay, committed in ROPS 21-22 instead. The source of funds is bonds. The total funding has increased in the event that the project does not secure any state funds other than tax-exempt bonds and 4% tax credit equity and to account for less favorable terms overall based on market changes. The site work entity if the Rose Community Development Company, LLC, a Delaware liability company, and the loan
398	HPS Phase 2 CP Other Professional Services. This is funded by Developer Reimbursements. This is an ongoing cost which the Agency anticipates until the coordinate of the HPS project. Under the Candlestick Point/Hunters Point Shipyard Disposition and Development Agreement ("Phase 2 DDA") whereby the master development and development activities.
399	Tax Allocation Series MBN2016A. Mission Bay North refunding Bond.
400	Tax Allocation Series MBS2016B.
401	Tax Allocation Series MBS2016C. Mission Bay South refunding bond.
402	Tax Allocation Series MBS2016D. Mission Bay south subordinate bond.
403	HPS Phase 2 CP Block 10a Affordable Housing. This line is per final and conclusive determination for HPS Phase 2 CP housing obligation in umbrella line 21 source for the \$3.5 million for predevelopment expenses is existing bond proceeds. These predevelopment funds, committed in ROPS 16-17, will continue
40 -	during ROPS 21-22. Construction funding was included in ROPS 18-19; however, the project has been delayed and the gap funds are not anticipated to be r
404	HPS Phase 2 CP Block 11a Affordable Housing. This line is per final and conclusive determination for HPS Phase 2 CP housing obligation in umbrella line 21
	source for the \$3.5 million for predevelopment expenses is existing bond proceeds. These predevelopment funds, committed in ROPS 16-17, will continue to during POPS 21, 22. Construction funding was included in POPS 18, 10; however, the project has been delayed and the gap funds are not anticipated to be a
406	during ROPS 21-22. Construction funding was included in ROPS 18-19; however, the project has been delayed and the gap funds are not anticipated to be r Transbay Block 4 Affordable Housing. Ancillary contract in compliance with the Transbay Implementation Agreement (Line 237) Affordable Housing Programment (Line 237) Afford
<del>-</del> 00	was finally and conclusively determined to be an enforceable obligation on 4/15/2013. Anticipated gap construction loan funded by developer fees and bo
407	Refunding Bonds Reserve Payments. Refunding bonds requires use of reserve fund to defease bonds. In 23-24, 2016D bond will be refunded.
407	Tax Allocation Series 2017A. Affordable housing money bond.
409	Tax Allocation Series 2017A. Anordable nousing money bond.  Tax Allocation Series 2017B. Transbay Infrastructure money bond.
410	Tax Allocation Series 2017C. Mission Bay money and refunding affordable housing bond.
411	Enforceable Obligation Support. This line reports the OCII costs that directly support enforceable obligations that DOF has finally and conclusively deermin
	that are separate from administrative costs to operate the agency, which are reported in line 1. Line 411 reflects project-related costs for enforceable obligations and the separate from administrative costs for enforceable obligations.
412	HPS CP Surety Bond Program. See Section 5.2(b) of the Phase 2 Community Benefits Agreement. Successor Agency's Surety Bond Program will be used to a
4.5.5	contractors in obtaining insurance and credit support that may be required in order to participate in the development of the Phase 2 Project. The total contractors in obtaining insurance and credit support that may be required in order to participate in the development of the Phase 2 Project. The total contractors in obtaining insurance and credit support that may be required in order to participate in the development of the Phase 2 Project. The total contractors in obtaining insurance and credit support that may be required in order to participate in the development of the Phase 2 Project. The total contractors in obtaining insurance and credit support that may be required in order to participate in the development of the Phase 2 Project. The total contractors in obtaining insurance and credit support that may be required in order to participate in the development of the Phase 2 Project.
413	Transbay Block 2 West Affordable Housing. Ancillary contract in compliance with the Transbay Implementation Agreement (Line 237) Affordable Housing which was finally and conclusively determined to be an enforceable obligation on 4/15/2013. Predevelopment funds will continue to be spent in 22-23. Ga
	anticipated in ROPS 23/24 pursuant to AB471. The increase in gap in 23/24 is based on increased construction costs and interest rates and updated information
415	Tax Allocation Bond Series 2017D. Taxable refunding bond.
416	Transbay Block 2 East Affordable Housing. Ancillary contract in compliance with the Transbay Implementation Agreement (Line 237) Affordable Housing P
	which was finally and conclusively determined to be an enforceable obligation on 4/15/2013. Predevelopment funds will continue to be spent in 22-23. Ga
417	anticipated in ROPS 23/24 pursuant to AB471. The increase in gap in 23/24 is based on increased construction costs and interest rates and an increased un
41/	MBS Block 9 Affordable Housing. This line is for funding for affordable housing project in partial fulfillment of MBS OPA Requirements, per final and concluded determination regarding Mission Bay housing obligation on umbrella lines 220 and 226. ROPS 17-18 included \$3.5 million in predevelopment funds from Sloonds; amended ROPS 17-18 increased that amount to \$5 million to accommodate increased predevelopment funding due to proposed use of modular co
	ROPS 20-21 included gap construction funding pursuant to AB 471. Construction started in ROPS 20-21.

Number	Notes
419	MBS Block 9A Affordable. Housing construction funding for affordable housing project in partial fulfillment of MBS OPA Requirements, per final and conclu
	determination regarding Mission Bay housing obligation on umbrella lines 220 and 226. The construction funding for this affordable homeownership proje
	on the construction cost estimate of the current project design; the estimate is from the developer's general contractor and reviewed by OCII. OCII's constru
	funding amount also estimates other expected project financing sources, and then OCII's construction funding is sized based on the "gap" remaining to fully
	project. The OCII loan closed and the Project began construction in Summer 2022. Since that time, unanticipated significant mortgage rate increases were I
	Affordable pricing for these units assumed a 4.2% mortgage rate. The developer would contribute the additional \$8 million proposed in the 23/24 ROPS wto
	City's Down Payment Assistance Loan Program (DALP) specififcally for units in the Project to bridge the gap between the affordable prices based on the 4.25
420	HPS Affordable Housing Block 56. Per final & conclusive determination for HPS housing obligation in umbrella line 218. \$3.5M in predevelopment funds co
	in ROPS 18-19 & will continue to be spent. ROPS 21-22 included \$39.5 million gap construction funding that may be expended in subsequent ROPS cycles as
	authorized under Cal. Health & Safety Code Section 34177 (m)(1)(D) and will be funded by bonds authorized under Cal. Health & Safety Code Section 34177
	Construction funding for this affordable rental project is based on the construction cost estimate of the current project design. Estimate is from developer's
	contractor and reviewed by OCII. OCII's construction funding amount also estimates other expected project financing sources such as tax credit equity & tax
	bonds. OCII's construction funding is sized based on "gap" remaining to fully fund project. Construction cost amount & amounts from other funding source:
421	Tax Allocation Bond Series 2017E. Tax-exempt refunding bond.
422	Transbay Essex Design Services. Ancillary contract in compliance with the Transbay Implementation Agreement (Line 105), which was finally and conclusive
	determined to be an enforceable obligation on 4/15/2013. These expenditures are required pursuant to Section 2.1.d of the Transbay Implementation Agri
423	Transbay Under Ramp Design Services. Ancillary contract in compliance with the Transbay Implementation Agreement (Line 105), which was finally and co
	determined to be an enforceable obligation on April 15, 2013. These expenditures are required pursuant to Section 2.1.d of the Transbay Implementation A
	requiring activities related to major infrastructure improvements. This contract is for design services required to implement the Redevelopment Plan. The p
	include CMG Landscape Architecture and all design consultants. The Under Ramp Park project was delayed in FYs 20/21 and 21/22 and the contract balance
	rolled forward to FY23/24.
424	Transbay Essex Streetscape Improvements. This is an ancillary contract in compliance with the Transbay Implementation Agreement (Line 105), which was
	and conclusively determined to be an enforceable obligation on April 15, 2013. These expenditures are required pursuant to Section 2.1.d of the Transbay
	Implementation Agreement requiring activities related to major infrastructure improvements.
420	Mission Bay South Block 12W Affordable Housing. This is for predevelopment funding for an affordable housing project in partial fulfillment of MBS OPA
428	Requirements, per final and conclusive determination regarding Mission Bay housing obligation on umbrella lines 220 and 226. Predevelopment work will r
	in the ROPS 23-24 which will be funded by \$3.5 million with bonds and requested at that time.  Design monitoring and Construction of Transbay Park. Ghvljq#lqq#qjlqhhulqj fontract to be managed by the San Francisco Department of Public Wo
	, 31 13 13 1
	ancillary contract in compliance with Section 201 of the Transbay Implementation Agreement (Line 105). \$7.66M is for project management costs during the and will be paid from Bond proceeds, Reserve Balance funds, and Park Fees. The contract was amended in the A period of FY22/23 to include design and project management costs during the paid from Bond proceeds.
431	management services of the surrounding streetscapes and for the inclusion of the Recreation and Parks Department, who has been determined to be the x
	adgrz ghut the Transbay (Block 3) Park. Construction is anticipated to begin in FY 23/24. The Outstanding Balance Amount reflects the design and prede
	work, but also now includes a \$37M estimate for construction. We anticipate a bond issuance in early FY 23-24 and the bond proceeds will be used to finan
433	Tax Allocation Bond Series 2021A - SB107 Housing Bond.
	<b>Bond Cost of Issuance.</b> These charges reflect cost of the bond issuance, which is funded by bond proceeds from the issued bonds and are estimates. Per 34
434	Successor Agencies may put estimate of expenditure for enforceable obligations on ROPS. Per 34177m(1)(D)(ii), Successor Agencies may put an estimate of
435	Tax Allocation Bond Series 2022A - Infrastructure Bond. Retire in 23-24
	Mission Bay South Block 4E Affordable Housing. This is for predevelopment funding for an affordable housing project in partial fulfillment of MBS OPA
436	Requirements, per final and conclusive determination regarding Mission Bay housing obligation on umbrella lines 220 and 226. Predevelopment work will r
	in the ROPS 23-24 which will be funded by \$3.5 million with bonds and requested at that time.
437	Tax Allocation Bond Series 2023C - Infrastructure bond. This line is an estimate of the debt service payment for a infrastructure bond. Per 34177.a(1), Succ
437	Agencies may put estimate of expenditure for enforceable obligations on ROPS. Per 34177m(1)(D)(ii), Successor Agencies may put an estimate of expenditu
438	Tax Allocation Bond Series 2023B - 2016D Refunding Bond. Removed per DOF 23-24 review Meet and Confer letter 5-17-23
439	Tax Allocation Bond Series 2023A - Affordable Housing Bond. This line is an estimate of the debt service payment for 23-24 affordable housing bond issual
733	34177.a(1), Successor Agencies may put estimate of expenditure for enforceable obligations on ROPS. Per 34177m(1)(D)(ii), Successor Agencies may put an