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1	Agency Admin Operations	Agency personnel costs. In addition to Agency staff, this includes contracted professional services support for general and project management and support with the City Administrator's Office, Mayor's Office of Housing, City Planning Department and Mayor's Office of Economic and Workforce Development. The $390K project management staff salaries and benefits charged directly to RPTTF include $298K for work on Mission Bay Affordable Housing projects (drawing on the pledged amount for housing) and Transbay Housing, $55K in project staff working on property disposition costs pursuant to the Property Management Plan, and $38K for bond management costs (previously included in Line 345).
4	Agency Admin Operations	Non-personnel administrative operating costs (e.g. rent, office supplies, insurance, software licenses, records storage costs, and general contracted services that are not direct-charged to projects, including Controller, City Attorney.
7	Agency Admin Operations	Accrued pension liability
8	Agency Admin Operations	RETIRED. This line representing the Agency's liability for retiree medical insurance is duplicative of Line 10.
9	Agency Admin Operations	Pay-as-you go ongoing retiree health premiums. Currently ~$80K/month or $480K per ROPS. Added $30K ($5K/month) to bring request to $510K to allow for additional potential retirees
10	Agency Admin Operations	RETIRED. On previous ROPS, this line included the payment made by the Agency to its "Other Post-Employment Benefits" ("OPEB") trust managed by CalPERS's California Employer Retiree Benefit Trust ("CERBT"). The Agency has a policy of pre-funding the actuarially determined prior year increase in its liability, as reported in the Agency's annual actuarial study updates. This amount was $300,000 in FY 12-13. For this ROPS Period, we have included our estimated cost as part of the employee staffing costs included in Line 1. The cost of this prefunding is included in the basic employee fully-loaded hourly rate billed out to projects.
11	Property management of Shoreview Park	**Property Management PSC (Twin III).** Property management costs associated with Shoreview Park. Contract expires 3/31/14. The Successor Agency expects to extend contract 15 months until June 30, 2015, pending final disposition strategy in DOF-approved Property Management Plan.
12	Resolution No. 25-2010: APPROVING AN AMENDMENT OF THE AGENCY'S FISCAL YEAR 2009-2010 BUDGET	
17	College Track	**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.
19	Shoreview Park (1 Lillian)	**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.
20	Ground Lease Agreement - Cala Foods - 345 Willilams Street	**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 was included in the Successor Agency's property management plan.
21	HPSY Phase 1 DDA	This item and the payments listed in Items 22-27,48 and 381 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	Letter Agreement	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	Interagency Cooperative Agreement-HPS	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.

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24	Interagency Cooperative Agreement-HPS	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.
25	Consulting Contract	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	HPSY Phase 1 DDA-Community Benefits Agreement	Source of Funds: Developer Payment. The creation of a Quasi-Public Entity ("Legacy Foundation for BVHP) and transfer of 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 section 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 behalf of the Legacy Foundation and at the Legacy Foundation's request.
27	Security Service	RETIRED: Security services to be provided by Lennar on the behalf of the Successor Agency through the Interim lease.
30	HPSY Phase 2 DDA	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. 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	Consulting Services	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 was approved by the Commission on February 18, 2014 by Resolution No. 7-2014 to extend the contract term until March 2014. A further amendment is anticipated in the Summer of 2014 to activate Phase 3 of the contract scope and increase the budget accordingly.
32	Legal Services Contract	Source of Funds: Developer Reimbursement. 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: $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	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
34	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
35	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
36	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
37	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
38	Insurance consulting and placement	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
39	Transportation Plan Coordination	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.

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40	TIFIA Loan Agreement	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.This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
41	Legal Service Contact	"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. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
42	Legal Services Contract	"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. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
43	State Lands Staff Reimbursement	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. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
44	State Parks Staff Reimbursement	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. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
45	State Parks Exchange Agreement	RETIRED
46	TIFIA Loan Agreement	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 $100,000 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. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
47	Priority assessment services	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. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
48	Financial Services	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.

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49	Phase 2 DDA & Tax Increment Allocation Pledge Agreement	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, and the Tax Allocation Pledge Agreement; also the Phase 1 affordable housing obligation to construct 218 affordable units . This legal authority under the Plan to collect tax increment expires in 12-31-2057.
50	EDA Grant Agreement	FEDERAL GRANT FUNDS: This item and the payments listed in Items below relate to the enforceable obligations under a grant from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District". Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants which require a local 10% match, as well as amending the term on October 12, 2012 by Resolution No. 14-2012.
51	Public Art Consulting Contract	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. This contract facilitates the creation of public art. This contract was amended to expire on October 1, 2016 to allow the artist to complete his/her art piece. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
52	Contract for the creation of 1 piece of public art	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. This contract facilitates the creation of public art. This contract was amended to expire on October 1, 2016 to allow the artist to complete his/her art piece. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
53	Contract for the creation of 1 piece of public art	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. This contract facilitates the creation of public art. This contract was amended to expire on October 1, 2016 to allow the artist to complete his/her art piece. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
54	Contract for the creation of 1 piece of public art	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. This contract facilitates the creation of public art. This contract was amended to expire on October 1, 2016 to allow the artist to complete his/her art piece. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
55	Contract for the creation of 1 piece of public art	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. This contract facilitates the creation of public art. This contract was amended to expire on October 1, 2016 to allow the artist to complete his/her art piece. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
56	Contract for the creation of 1 piece of public art	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. This contract facilitates the creation of public art. This contract was amended to expire on October 1, 2016 to allow the artist to complete his/her art piece. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
57	Contract for the creation of 1 piece of public art	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. This contract facilitates the creation of public art. This contract was amended to expire on October 1, 2016 to allow the artist to complete his/her art piece. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
58	Contract for the creation of 1 piece of public art	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. This contract facilitates the creation of public art. This contract was amended to expire on October 1, 2016 to allow the artist to complete his/her art piece. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.

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59	Contract for the creation of 1 piece of public art	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. This contract facilitates the creation of public art. This contract was amended to expire on October 1, 2016 to allow the artist to complete his/her art piece. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
61	Construction Contract	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. This contract facilitates the installation of public art. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
62	#813 Building Stabilization/ Improvements	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. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
65	Consulting Contract	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. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
66	Construction Contract	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. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RPTTF: 10% local match to be funded by RPTTF.
67	Building 813,CHRP, IAM and Other	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. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
68	Building 813,CHRP, IAM and Other	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. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
69	Construction Administration	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. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012. RESERVES: 10% local match to be funded by RPTTF requested in ROPS 13-14 B for which expenditure activity is attributable to the ROPS 14-15A period.
70	Modular Building (administration)	All Site Office/administrative services, and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services.
71	Legal Services Contract	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. Pursuant to dissolution law, the Oversight Board approved continuing to accept and expend these grants as well as amending the term on October 12, 2012 by Resolution No. 14-2012.
72	CAL ReUSE	STATE GRANT FUNDS: This item relates to the enforceable obligations under a CALReUSE grant from the State for lead/asbestos (brownfield) abatement for which there is no local match required..
75	Conveyance Agreement between the US Government and the Agency	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	Property Management	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.

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77	Lease for Building 606 to SFPD	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	Lease Between the US Government and the Agency	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, 2021.
79	Consulting Contract	Source of Funds: Developer Reimbursement. 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.
84	Mission Bay North Owner Participation Agreement	FINAL & CONCLUSIVE DETERMINATION (1.24.14); 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 $4.5M in total reimbrusements expected for FY14-15, $2.5M is anticipated to be paid out in ROPS-A, with the remaining $2M paid in this ROPS B period. Existing 2011C Bond Funds will be used for ROPS-B. The final total amount of the Outstanding Debt or Obligation will vary depending on the actual expenditures allowed under OPA with FOCIL-MB, LLC.
85	Mission Bay North CFD #4	FINAL & CONCLUSIVE DETERMINATION (1.24.14);All available RPTTF (which assumes a 5% increase in current roll values to reflect current construction and property sales and $1M in additional catch up payments) 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	Tax Increment Allocation Pledge Agreement	FINAL & CONCLUSIVE DETERMINATION (1.24.14);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. 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.The final total amount of the Outstanding Debt or Obligation will vary depending on the actual expenditures allowed under OPA with FOCIL-MB, LLC.
87	Mission Bay South Owner Participation Agreement	FINAL & CONCLUSIVE DETERMINATION (1.24.14);This line shows the amounts of funds that will be used to reimburse FOCIL-MB, LLC pursuant to the MBS OPA. It is estimated that the reimbursements for July 2014 to June 2015 will be about $60 million. During this ROPS period, all available RPTTF (which assumes a 25% increase in current roll values to reflect current construction and property sales and $3M in additional catch up payments) will be used to pay FOCIL, along with any remaining bond funds 2014 Bond issuance approved by DOF on the 13-14B ROPS. 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. Once the infrastructure is reimbursed, the tax increment will become available for affordable housing until the end of the OPAs.
88	Tax Increment Allocation Pledge Agreement	FINAL & CONCLUSIVE DETERMINATION (1.24.14);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 Total Outstanding Debt or Obligation will vary depending on the actual expenditures allowed under OPA with FOCIL-MB, LLC. 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	Mission Bay Agency Costs Reimbursements	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	Harris-DPW Contract	Service is obligated to ensure the appropriate expenditures for infrastructure per the OPAs and CFDs. It is a long-term obligation under the MBN and MBS OPAs that is fulfilled through a contract between the City's Dept of Public Works and Harris & Associates, for which the cost is paid through the Successor Agency. DPW will be extending Harris & Associates contract term. The Agency has estimated $300,000 will be paid in ROPS 14-15A, and will be paid with "Other" funds, (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 such payments may be needed in the future.
91	Mission Bay Art Program	The Mission Bay Redevelopment Plans require projects with over 25K in commercial space to pay 1% of hard costs for public art. The source of these Other funds are Developer Fees. There will be individual contracts with artists once selected. 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. Expenditures will be made in subsequent ROPS through individual contracts with artists, once selected.

Recognized Obligation Payment Schedule 14-15A - Notes

Item #		Notes/Comments
92	Owner Participation Agreement - 72 Townsend Street	**72 Townsend OPA. T**his 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. Construction started on September 16, 2013, and is expected to be completed by July 2015, within the two-year deadline for completion of construction.
101	Contract for design services for Folsom Street, Essex Street, and underramp areas	Ancillary contract in compliance with the Transbay Implementation Agreement, Item # 105, which was finally and conlcusively 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. This is a 3-year contract with an additional 3-year extension for design services required to implement the Redevelopment Plan and will be paid for using DDR-Approved 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	Tax Increment Sales Proceeds Pledge Agreement (Tax Increment)	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 from the Sale of the State-Owned Parcels is estimated to be approximately $500,000 for the sale of Block 6 and $1,000,000 for the sale of Parcel T, although actual amount generated is subject to change. The sales proceeds will be deposited directly from the developer to the trust account set up by the TJPA, pursuant to this agreement, thus is not included on the ROPS. Total oustanding obligation is in constant dollars and may increase as parcels are developed.
105	Implementation Agreement	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. The total outstanding obligation is the estimated public improvement costs necessary to implement the redevelopment plan, specifically the Transbay Streetscape and Open Space Concept Plan which was 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 shown as $297,000,000 in future dollars.
106	Folsom Street Off-Ramp	Ancillary contract in compliance with the Transbay Implementation Agreement, Item # 105, which was finally and conlcusively determined to be an enforceable obligation on April 15, 2013. These expenditures are required pursuant to Section 2.1 of the Transbay Implementation Agreement that requires the Agency "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 DDR-approved 2009B and 2009F bond proceeds and RPTTF.
107	Streetscape and Open Space Improvements	Ancillary contract in compliance with the Transbay Implementation Agreement, Item # 105, which was finally and conlcusively determined to be an enforceable obligation on April 15, 2013. These expenditures are required 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." An existing Letter Agreement with DPW and an expected letter agreement with the TJPA 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. The construction administration and construction document review that will commence during this period will be paid for by existing bond proceeds from the 2011 bond issuance ($1,000,000) and $150,000 in prior year RPTTF that was encumbered to the contract with DPW in 2013.
108	Streetscape and Open Space Improvements	Ancillary contract in compliance with the Transbay Implementation Agreement, Item # 105, which was finally and conlcusively determined to be an enforceable obligation on April 15, 2013. These expenditures are requiredpursuant 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	Implementation Agreement Legal Review	Ancillary contract in compliance with the Transbay Implementation Agreement, Item # 105, which was finally and conlcusively determined to be an enforceable obligation on April 15, 2013. These expenditures are required 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 on an ongoing basis. The source of funds for payment during this ROPS period is RPTTF and Other: Developer Fees.
114	CBD Formation	Ancillary contract in compliance with the Transbay Implementation Agreement, Item # 105, which was finally and conlcusively determined to be an enforceable obligation on April 15, 2013. These expenditures are required 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 will be amended with MJM Management to assist with formation of the Rincon Hill Transbay CBD to maintain the infrastructure improvements.

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Item #		Notes/Comments
115	Transbay Projections, Planning, Outreach, and Analysis	Ancillary contract in compliance with the Transbay Implementation Agreement, Item # 105, which was finally and conlcusively determined to be an enforceable obligation on April 15, 2013. These expenditures are required 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 graphic designers, advertisers, printers and public noticing consultants directly related to private development on the former public parcels will be funded through developer fees ($200,000). New contracts in compliance with the Implementation Agreement include real estate advisors, economic forecasting providers, and construction planning and management for infrastructure projects are required to implement the Transbay Project will be paid for with requested RPTTF($150,000).
118	Fillmore Heritage Center	**Fillmore Heritage Garage (Payments to Operator).** The source of funds for this contract is garage revenues. Reimbursable expenses for this garage include operating costs, common area maintenance charges, insurance, parking taxes, and a modest garage management fee for the operator. In total, these costs run about $34,500 a month. Under this contract, the 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.
119	Fillmore Heritage Center	**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. This amount was previously approved (and expended) in ROPS 13-14B.
120	Fillmore Heritage Center	**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). Therefore, the reserve should remain at about $301,000. This amount was approved under ROPS 13-14B, and so the Successor Agency is not requesting any additional funds during this ROPS period, since the reserve is now fully funded.
123	Disposition and Development Agreement - Fillmore Heritage Center	**Fillmore Heritage Center DDA. T**his 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 addtional $3.0 million approximately) and has issued a certificate of completion. Work includes asset management, landlord responsibilities, and property management.
124	Ground Lease - Commercial Parcel - Fillmore Heritage Center	**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. Under the ground lease, the tenant has 35 years to pay approximately $3.0 million, which represents a deferred land payment. Once the tenant pays that amount, the tenant will own the commercial parcel. Work includes tenant management, real estate transactional work, and mediation. An amendment to this ground lease will be required, pending resolution of negotiations with the current tenant.
125	Reciprocal Easement Agreement - Fillmore Heritage Center	**Fillmore Heritage Center REA. T**his 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	**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. Two tenants have not been paying CAM charges (which run about $10,000 a month), due to financial problems and bankruptcy proceedings. To be prudent, the Successor Agency is assuming that these two tenants will continue not paying CAM charges during this ROPS period, or until the project is restructured/stabilized/sold, which is expected to be on or before June 30, 2015. The Successor Agency is asking for six months of CAM charges, or $60,000 in new RPTTF, for this ROPS period. DOF approved $100,000 for this purpose on ROPS 13-14B, and the Successor Agency will expend those funds for this purpose between Jan-June 2014.
127	Tenant Improvement Loan - Yoshi's	**Yoshi's TI Loan.** This $7.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. A repayment plan is being negotiated as party of Yoshi's bankruptcy proceedings, and a loan amendment will be required. It will require staff time of the Successor Agency to implement and close-out.
128	Tenant Improvement Loan - Food For Soul	**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. No payments are being made, and a loan amendment will be required. It will require staff time of the Successor Agency to implement and close-out.
129	Working Capital Loan - Food For Soul	**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. Partial payments are being made, and a loan amendment will be required. It will require staff time of the Successor Agency to implement and close-out.
130	Tenant Improvement Loan - Sheba Lounge	**Sheba Lounge TI Loan.** This $290,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. Partial payments are being made, and a loan amendment will be required. It will require staff time of the Successor Agency to implement and close-out.
131	Tenant Improvement Loan - Sheba Lounge	**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.

Recognized Obligation Payment Schedule 14-15A - Notes

Item #		Notes/Comments
132	Tenant Improvement Loan - Rasselas	**Rasselas TI Loan.** This $1.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. Rasselas recently emerged from a bankruptcy proceeding, and partial payments are being made according to the plan approved in bankruptcy court. It will require staff time of the Successor Agency to implement and close-out.
133	Owner Participation Agreement - 1450 Franklin	**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. Construction started in June 2013 and should be completed by June 2015.
134	Owner Participation Agreement - 1301 Divisadero	**1301 Divisadero OPA. Construction has been completed, and units are being sold.** 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 close-out.
135	Disposition and Development Agreement - 1210 Scott Street	**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 2014.). 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	Easements with Covenants and Restrictions Affecting Land (ECR) - For land between Fillmore & Webster Streets	**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	Museum of the African Diaspora	**MoAD** - this is a museum operating agreement, that includes funds for operations and capital improvements. Under the operating agreement, MoAD will receive $100,000 each quarter during FY 2014-15 to help fund operations (the operating agreement expires at the end of FY 2014-2015). $359,744 in existing bond proceeds will be expended in this ROPS period (comprised of $303,000 in tax-exempt bonds and $56,744 in taxable bonds). RESERVES: $672,184 in unrestricted funds was approved to be retained through the Non-Housing Due Diligence Review; of that amount, $143,256 remains to be expended during the ROPS 14-15A period.
138	Jessie Square Garage	**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. The balance in ROPS Column I can fluctuate up or down depending on the Successor Agency's ability to repay the debt service. In cases where the Successor Agency cannot repay the full debt service amount due, interest charges accrue and the total debt service increases. The amount in Column I is calculated as of 6/30/13. Source of funds is garage revenue.
139	Jessie Square Garage	**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).
140	Yerba Buena Gardens Capital Improvement	**SEPARATE ACCOUNT EXPENSE. YBG CAPITAL IMPROVEMENTS.** The Successor Agency intends to pay for the $800,000 in capital improvements needed in YBG this period with new restricted lease revenues generated during the first half of this fiscal year and with developer exactions (see below). The Successor Agency is budgeting $800,000 in capital expenditures for this fiscal year. The $800,000 is broken down as follows: $220,000 to replace/prune redwood trees and complete other park hardscape improvements (Source: 680 Folsom "Downtown Park Fee" exaction), $110,500 to complete improvements/upgrades to the YBG childcare center (Source: 680 Folsom "Child Care Fee" exaction), $350,000 to repair the expansion joint at the Children's Creativity Museum (Source: new restricted lease revenues), and $119,500 as a contingency for unexpected capital repairs during this fiscal year (Source: new restricted lease revenues). If new restricted user fees/lease revenues do not materialize as expected, the Successor Agency will use reserve balances. The YBG capital forecasting model projects $31,018,900 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 15/16, 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
141	Yerba Buena Gardens Property Management	**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 money under this contract pays (1) a fixed management fee to MJM and (2) variable operating expenses for YBG. The existing contract expires 6/30/2015, but the Successor Agency expects to extend this contract for at least another year until YBG is transferred to the City, pursuant to the DOF-approved property management plan.

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Item #		Notes/Comments
142	Children's Creativity Museum (Zeum)	**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/carousel and has a 25-year operating agreement with a non-profit to operate the museum and the carousel. The Successor Agency is restoring CCM's funding to its full level of $600,000/year as permitted by the operating agreement due to CCM's loss of income from the temporary closure of the Carousel, which the Successor Agency had to shut down for over 6 months for major capital repairs. The increase in payments has caused the ROPS Column I amount to increase (instead of decrease) in ROPS 14-15A. Payments are made quarterly as follows: Qtr 1 40% ($240,000); Qtr 2 30% ($180,000); Qtr 3 20% ($120,000); and, Qtr 4 10% (60,000). 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	Yerba Buena Center for the Arts	**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. Payments are made in equal quarterly installments of $832,500. 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.
144	Yerba Buena Gardens outdoor programming	**SEPARATE ACCOUNT EXPENSE. YB ARTS & EVENTS -** this is an agreement to provide outdoor event programming in the public open space at Yerba Buena Gardens. The funds to pay for this contract come from restricted user fees/lease revenues from Yerba Buena Gardens. 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. The Successor Agency intends to extend this contract at least a year until YBG is transferred to the City, pursuant to the DOF-approve property management plan. 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). 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	Community Benefit District Assessment	**SEPARATE ACCOUNT EXPENSE. CBD ASSESSMENT IN YBG.** The final CBD assessment is due in December 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 made annually in December.
147	Legal Review	**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.
151	The Mexican Museum	**The Mexican Museum Grant Agreement** -- this is a $10.566 million grant agreement for predevelopment and tenant improvements for a museum. RESERVES: $1,780,881 of unrestricted funds was approved to be retained for this enforceable obligation through the Non-Housing Due Diligence Review. Of that amount, $1,030,881 remains and is needed during this ROPS period.
152	Owner Participation Agreement - 680 Folsom	**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	Agreement for Disposition of Land for Private Development - The Paramount/680 Mission	**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	Agreement for Disposition of Land for Private Development - W Hotel	**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	Agreement for Disposition of Land for Private Development - the Westin Hotel	**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.
156	Disposition and Development Agreement - San Francisco Museum of Modern Art	**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.

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Item #		Notes/Comments
157	Amended and Restated Construction, Operation and Reciprocal Easement Agreement and Agreement Creating Liens (REA) - Jessie Square	**Jessie Square REA.** The REA is an enforceable obligation. It will require ongoing staff time of the Successor Agency to monitor and implement.
158	Owner Participation Agreement - St. Patrick's Church	**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	Owner Participation/Disposition and Development Agreements - Emporium & Bloomingdales	**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.
161	Candlestick Point and Phase 2 of the Hunters Point Shipyard	FINAL & CONCLUSIVE DETERMINATION (12.14.12) (shown as line 123 on the F&C which used the ROPS III numbering system): Pursuant to HPSY Phase 2 DDA, obligation to provide capital funding to rebuild Alice Griffith Public Housing development of 504 units total. The overall obligation is estimated at $62M per the HPSY Phase 2 DDA, however the 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. Predevelopment and construction expenses for Phases 1 & 2 and predevelopment for Phase 3 were funded through ROPS13-14B. Additional funds will be needed in ROPS 14-15A to provide Phase 3 construction funds, estimated at $8.4 million in existing bond proceeds.
162	Alice Griffith: Citywide Tax Increment Loan Agreement (Predevelopment)	RETIRED: Funds anticipated to be fully expended by end ROPS 13-14B
163	Alice Griffith: Construction Funding	RETIRED: Retiring line so all funds related to Alice Griffith Public Housing obligation, pursuant to HPSY Phase 2 DDA, are consolidated on Line 161.
166	5800 3rd Street, Carroll Avenue Senior Construction Funding	RETIRED: Funds provided to developer in 13-14A
177	Hunters View Phase II-III Loan Agreement	Loan for construction of Phases 2 & 3 of new affordable housing as part of revitalization of Hunters View public housing project. $21.7 million provided through loan agreement in ROPS 13-14b period. Outstanding Balance amount is remaining amount for Phase 3.
185	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	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	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	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	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	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
188	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	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	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	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	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	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

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191	Central Freeway Parcel O Construction Funding	PLACEHOLDER FOR FUTURE ROPS: Future funding for constructin of affordable housing to satisfy Replacement Housing Obligation.
218	Disposition and Development Agreement -Hunters Point Shipyard Phase 1; affordable housing program funded by LMIHF for HPS Phase 1	FINAL & CONCLUSIVE DETERMINATION (12.14.12) (shown as line 173 on the F&C which used the ROPS III numbering system): 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	Phase 2 DDA & Tax Increment Allocation Pledge Agreement (Housing Portion)	FINAL & CONCLUSIVE DETERMINATION (12.14.12) (shown as line 174 on the F&C which used the ROPS III numbering system): 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	Mission Bay North Tax Allocation Pledge Agreement (Housing Portion); affordable housing program funded by LMIHF for Mission Bay North	FINAL & CONCLUSIVE DETERMINATION (1.24.14); 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. Any amounts shown in RPPTF is estimate of projected housing tax increment, net of Mission Bay debt service and project staffing costs, needed to be retained for affordable housing projects in addition to any specific projects listed on the ROPS. Amounts shown here are estimates and actual amount will be determined by actual tax increment collected and approved by City Controller, and may be higher than amount shown on ROPS. RPTTF request is for predevelopment funds for next affordable housing sites, either Blocks 6E or 3E.
226	Mission Bay South Tax Allocation Pledge Agreement (Housing Portion); affordable housing program funded by LMIHF for Mission Bay South	FINAL & CONCLUSIVE DETERMINATION (1.24.14); 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). Any amounts shown in RPPTF is estimate of projected housing tax increment, net of Mission Bay debt service and project staffing costs, needed to be retained for affordable housing projects in addition to any specific projects listed on the ROPS. Any amounts shown in RPPTF is estimate of projected housing tax increment, net of Mission Bay debt service and project staffing costs, needed to be retained for affordable housing projects in addition to any specific projects listed on the ROPS. Amounts shown here are estimates and actual amount will be determined by actual tax increment collected and approved by City Controller, and may be higher than amount shown on ROPS. RPTTF request is for predevelopment funds for next affordable housing sites, either Blocks 6E or 3E.
227	1180 4th Street (formerly known as 1000 4th Street), Amended and Restated Tax Increment Loan Agreement	RETIRED: Transferred Housing Asset - Line Retired
228	Mission Bay South Parcel 7W	Ancillary contract in compliance with Items 220 and 226, which were finally and conclusively determined to be an enforceable obligation on January 24, 2014. 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. These amounts were showon ROPS 13-14B based on a June 2014 loan agreement. The amount is being carried forward to ROPS 14-15 A in the event that the loan agreement takes is delayed into the 14-15A period. Therefore the $5,075,000 Reserve amount = the $3.57 m in 13-14B Reserve and the $1.5 m in 13-14B RPTTF. The Other amount of $9.9 m is then also the same as on 13-14B - payments made by UCSF and the adjacent parcel (7E) developer.
232	200 Sixth Street	RETIRED: Will seek to transfer property to Housing Successor prior to 14/15A
233	200 Sixth Street, Utility Payments	RETIRED: Will seek to transfer property to Housing Successor prior to 14/15A
234	200 Sixth Street, Citywide Tax Increment Loan Agreement	RETIRED: Funds fully expended
235	200 Sixth Street Construction Loan Funding	RETIRED: Item denied by DOF through ROPS 13/14B

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237	Affordable housing production obligation under Section 5027.1 of Cal. Public Resources Code; affordable housing program funded by LMIHF for Transbay	FINAL & CONCLUSIVE DETERMINATION (4.15.13): 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). Funding for the specifc affordable housing projects required per this obligation are shown on individual Transbay lines: Lines 238 (R.C. Apts), 239 (Blks 6/7), 363 (Blk 9), and 374 (Blk 8).
238	Rene Cazenave Apartments Tax Increment and Transbay Jobs Housing Linkage Fee Loan Agreement	Loan agreement funding construction of supportive housing for formerly homeless. Funds expected to be expended in ROPS 14-15B.
239	Transbay Blocks 6&7 construction funding	$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. This amount reflects the remaining portion of the affordable housing fee to be paid for Block 7.
250	Parcel N1-A -- Port Lease (SBH)	**Port Lease N-1A.** This lease is associated with South Beach Harbor. It will remain in place 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. The funding source for these payments is harbor revenues.
251	Parcel N1-B -- Port Lease (SBH)	**Port Lease N-1B.** This lease is associated with South Beach Harbor. It will remain in place 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. The funding source for these payments is harbor revenues.
252	Parcel N-2 -- Port Lease (SBH)	**Port Lease N-2.** This lease is associated with South Beach Harbor. It will remain in place 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. The funding source for these payments is harbor revenues.
255	Sublease Agreement with Carmen and Benito Solis, dba Carmen's Restaurant	**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.
257	Rincon Point - South Beach Harbor Operations	South Beach Harbor operating costs excluding OCII staff salaries and benefits included in the amount funded by "other" on Line 1. If the lease terminates and operations revert to the Port prior to 7/1/14, no charges will be made to this ROPS line.
258	Tax Allocation Bond Series 1993B	Reserve comes from ROPS 13-14A Line 366 bond reserve
261	Tax Allocation Bond Series 1998C	Reserve comes from ROPS 13-14A Line 366 bond reserve
264	Tax Allocation Bond Series 1998D	Reserve comes from ROPS 13-14A Line 366 bond reserve
267	Tax Allocation Bond Series 2003A	Reserve comes from ROPS 13-14A Line 366 bond reserve
270	Tax Allocation Bond Series 2003B	Reserve comes from ROPS 13-14A Line 366 bond reserve
273	Tax Allocation Bond Series 2003C	Reserve comes from ROPS 13-14A Line 366 bond reserve
276	Tax Allocation Bond Series 2004A	Reserve comes from ROPS 13-14A Line 366 bond reserve
279	Tax Allocation Bond Series 2004C	Reserve comes from ROPS 13-14A Line 366 bond reserve
282	Tax Allocation Bond Series 2004D	Reserve comes from ROPS 13-14A Line 366 bond reserve
285	Tax Allocation Bond Series 2005A	Reserve comes from ROPS 13-14A Line 366 bond reserve
288	Tax Allocation Bond Series 2005B	Reserve comes from ROPS 13-14A Line 366 bond reserve
291	Tax Allocation Bond Series 2005C	Reserve comes from ROPS 13-14A Line 366 bond reserve
294	Tax Allocation Bond Series 2005D	Reserve comes from ROPS 13-14A Line 366 bond reserve

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297	Tax Allocation Bond Series 2006A	Reserve comes from ROPS 13-14A Line 366 bond reserve
300	Tax Allocation Bond Series 2006B	Reserve comes from ROPS 13-14A Line 366 bond reserve
303	Tax Allocation Bond Series 2007A	Reserve comes from ROPS 13-14A Line 366 bond reserve
306	Tax Allocation Bond Series 2007B	Reserve comes from ROPS 13-14A Line 366 bond reserve
309	Tax Allocation Bond Series 2009A	Reserve comes from ROPS 13-14A Line 366 bond reserve
312	Tax Allocation Bond Series 2009B	Reserve comes from ROPS 13-14A Line 366 bond reserve
315	Tax Allocation Bond Series 2009C	Reserve comes from ROPS 13-14A Line 366 bond reserve
318	Tax Allocation Bond Series 2009D	Reserve comes from ROPS 13-14A Line 366 bond reserve
321	Tax Allocation Bond Series 2009E	Reserve comes from ROPS 13-14A Line 366 bond reserve
324	Tax Allocation Bond Series 2009F	Reserve comes from ROPS 13-14A Line 366 bond reserve
327	Tax Allocation Bond Series 2010A	Reserve comes from ROPS 13-14A Line 366 bond reserve
330	Tax Allocation Bond Series 2011A	Reserve comes from ROPS 13-14A Line 366 bond reserve. To reduce need for RPTTF, we are proposing to use leftover 2011A non-housing taxable bond proceeds toward the 2011A debt service. This comprises balances of $137,814 of Bayview Hunters Point 2011A and $135,485 of SOMA 2011A, for total of $273,299.
333	Tax Allocation Bond Series 2011B	Reserve comes from ROPS 13-14A Line 366 bond reserve
336	Tax Allocation Bond Series 2011C	Reserve comes from ROPS 13-14A Line 366 bond reserve
339	Tax Allocation Bond Series 2011D	Reserve comes from ROPS 13-14A Line 366 bond reserve
342	Tax Allocation Bond Series 2011E	Reserve comes from ROPS 13-14A Line 366 bond reserve
345	Tax Allocation Bond Admin (ALL)	Consultant legal and financial analysis services related to debt portfolio management. Amount allocated to bond proceeds line is for cost of issuance in case the Agency proceeds with a refunding of callable tax allocation bond debt to save on debt service costs. The amount proposed for RPTTF is for other potential debt portfolio management services. Agency salaries related to debt portfolio management used to be included in this line but have been consolidated into Line 1 in order to centralize all Agency salaries in that ROPS line.
346	South Beach 1986A	
347	South Beach 1986A	
348	South Beach CalBoating Loans	
349	Project Related Employee Reimbursable	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.
354	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
355	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
356	Advertising for Publicly-Owned Parcel Development	RETIRED - Expended in 2013-14 any additional expenditures of this nature have been rolled up to line 115 of this ROPS
357	Graphic Design Services for Publicly-Owned Parcel Development	RETIRED - Expended in 2013-14 any additional expenditures of this nature have been rolled up to line 115 of this ROPS

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358	Real Estate and Advisory Services for Publicly-Owned Parcels	RETIRED - Expended in 2013-14 any additional expenditures of this nature have been rolled up to line 115 of this ROPS
359	Purchase and Sale Agreement with Millenium Partners for properties associated with the 706 Mission Street/Mexican Museum Project	**706 Mission Street Purchase and Sale Agreement ("PSA").** This PSA was approved by the Successor Agency's Oversight Board on July 22, 2013, and by DOF on October 4, 2013. The PSA authorizes the sale of 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. As part of this PSA, the developer was required to fund the cost ($86.400) of a pilot program to provide traffic enforcement services near the project site. This payment is expected to come to the Successor Agency in the summer of 2014, and the Successor Agency is required under the PSA to either (1) contract with the city for these services, or (2) contract with the community benefit district for these services.
360	Remaining Balance of Funds from The Gap Inc. for Rincon Park	**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 $663,785 for security services at the park. The Successor Agency holds a remaining balance of $36,215 in restricted funds from the Gap which will be transferred to the Port before June 30, 2014, under the spending authority given under ROPS 13-14B. The final $300,000 The Gap still owes to the Successor Agency under the DDA will be received under ROPS 14-15A, and transferred to the Port for security services at the park, under the spending authority given under ROPS 14-15A.
361	CP Development Co Funds for AG Development	The HPSY Phase 2 DDA requires the Developer to provide additional funding obligation for 504 Alice Griffith Replacement Units not included above in Line 161, which was finally and conclusively determined to be an enforceable obligation on December 14, 2012. Funds to pass through OCII so can be provided in loan agreement to the affordable housing project. 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. The amount is an estimate but could change if the developer contributes a larger amount.
362	Mission Bay South Block 6 East Affordable Housing Funding	RETIRED. Mission Bay Affordable Housing funding shown on Lines 226 & 228.
363	Transbay Block 9 construction funding	Ancillary contract in compliance with the Transbay Implementation Agreement, Item # 237, Affordable Housing Program for Transbay, which was finally and conlcusively determined to be an enforceable obligation on April 15, 2013. This is an estimate of funding required for construction of affordable housing on Transbay Block 9. 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	Bond Trustee Fees	All prior ROPS bond trustee fees lines consolidated into new line, with 6-month estimate of $22K.
365	Bond arbitrage rebate calculation services	All prior ROPS bond arbitrage payments consolidated into new line with 6-month estimate of $22K.
366	Debt service reserve	No debt reserve needed in ROPS A Period
367	CNI Model Block/Streetscape Improvement Program: Use of Excess Bond Proceeds; BVHP Tax Exempt Series 2009 B & F	RETIRED
368	Grant Agreement for Bayview Opera House: Use of Excess Bond Proceeds; BVHP Tax Exempt Series 2009 B & F	RETIRED
369	Site J -- Port Lease (non SBH)	**Port Lease -- Site J.** This ground lease is associated with Delancey Street special needs housing. It will remain in place 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. The Successor Agency mistakenly retired this enforceable obligation under the assumption that the land transfer would have occurred by now. It has not, and the Successor Agency must continue to make these ground lease payments until the land transfer happens. The funding source for these payments is sublease revenues the Successor Agency generates by subleasing the Port's land. Since these payments were not included on ROPS 13-14 A or B, the Successor Agency is including 18 months worth of payments in this ROPS period ($52,500 for each six-month period).

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370	Site K -- Port Lease (non SBH)	**Port Lease -- Site K**. This lease is associated with Steamboat Point affordable housing. It will remain in place 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. The Successor Agency mistakenly retired this enforceable obligation under the assumption that the land transfer would have occurred by now. It has not, and the Successor Agency must continue to make these lease payments until the land transfer happens. The funding source for these payments is sublease revenues the Successor Agency generates by subleasing the Port's land. Since these payments were not included on ROPS 13-14 A or B, the Successor Agency is including 18 months worth of payments in this ROPS period ($50,000 for each six-month period).
371	Site M-3, M-4A, S-1D -- Port Lease (non SBH)	**Port Lease -- Site M-3, M-4A, S-1D.** This lease is associated with a portion of South Beach Harbor parking lot and the truck turnaround near the ballpark. It will remain in place 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. The Successor Agency mistakenly retired this enforceable obligation under the assumption that the land transfer would have occurred by now. It has not, and the Successor Agency must continue to make these lease payments until the land transfer happens. The funding source for these payments is sublease revenues the Successor Agency generates by subleasing the Port's land. Since these payments were not included on ROPS 13-14 A or B, the Successor Agency is including 18 months worth of payments in this ROPS period ($103,300 for each six-month period).
372	Deferred Maintenance and Capital Improvements for Shoreview Park	**Deferred Maintenance and Capital Improvements for Shoreview Park**. The Successor Agency has an enforceable obligation to maintain this property until it is disposed of pursuant to the DOF-approved property management plan. This maintenance obligation requires improvements to the park to correct health and safety/disability access issues, and to replace broken benches, a malfunctioning irrigation system, and a hazardous play structure. A 2010 estimate for this work totaled $1.25 million. Escalating that figure by 3% a year yields a current cost estimate of about $1.4 million. To fund this cost, the Successor Agency seeks to use DDR-approved reserve balances of Community Development Block Grant (CDBG) funds ($370,902), plus additional CDBG program income generated from the ground lease listed in ROPS Line Item #20 since July 1, 2012 (about $779,098). This money will either be: (1) transferred to the City to use for this purpose when Shoreview Park is transferred to the City, pursuant to the DOF-approved property management plan or (2) spent by the Successor Agency for this purpose prior to transferring Shoreview Park to the City.
373	Disposition Costs	**Disposition Costs.** The Successor Agency will be incurring certain costs associated with its disposition of property. These costs include appraisal costs, consultant costs, title and escrow costs, legal costs, marketing costs, and other costs associated with the disposition process. The Successor Agency has estimated these costs could potentially be $75,000 during this fiscal year (half is expected this ROPS period). The $75,000 cost is broken down as follows: $26,000 for outside appraisals, $14,000 for outside title work, $15,000 in legal bills, and $20,000 for marketing costs.
374	Transbay Block 8 construction funding	Ancillary contract in compliance with the Transbay Implementation Agreement, Item # 237, Affordable Housing Program for Transbay, which was finally and conlcusively determined to be an enforceable obligation on April 15, 2013. This is an estimate of funding required for pre-construction activities of affordable housing on Transbay Block 8. The source of the loan is a restricted Transbay Jobs Housing Linkage Fee to be paid by a Transbay commercial building developer and used to finance the affordable housing development under the Transbay Redevelopment Plan.
375	Security Service	Source of Funds:Navy 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 March 2014.
376	Interagency Cooperative Agreement-HPS	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. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
377	HPSY Phase 1 DDA-Community Benefits Agreement	Source of Funds: Developer Payment. In accordance with the Phase 2 Community development Plan the Legacy Foundation (as described in line #26) is the recipient of the payments in fulfillment for the Scholarship fund. Payments will be disbursed over time. 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.
378	HPSY Phase 2 DDA-Community Benefits Agreement	Source: Developer Payment. “Education Improvement Fund” payment pursuant to the Phase 2 Community Benefit Plan for education enhancement within Bayview Hunters Point. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
379	HPSY Phase 2 DDA-Community Benefits Agreement	Source: Developer Payment. “Southeast Health Center” payment pursuant to the Phase 2 Community Benefit Plan for predevelopment expenses associated with the expansion of the Southeast Health Center. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays. This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.
380	HPSY Phase 2 DDA-Community Benefits Agreement	Source: Developer Payment. “Wellness Contribution” payment pursuant to the Phase 2 Community Benefit Plan for predevelopment expenses associated with the expansion of the Southeast Health Center. The work program is projected to be complete by 12-31-2023 inclusive of unavoidable delays.This is an ancillary contract in compliance with item # 49, formerly line 67 on ROPS III, which was finally and conclusive determined to be an enforceable obligation on December 14 2012.

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381	HPSY Infrastructure design Review and Permitting Technical Support Contract	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 and Phase 2 DDA Section 19. 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 and 2 DDAs Schedules of Performance, which include horizontal and vertical construction work programs.
382	2011 Hotel Occupancy Tax Refunding Bonds	2011 Hotel Tax Occupancy Bonds are funded by City of San Francisco hotel tax pledged for repayment of these refunding bonds-- the original proceeds were used for construction of the Moscone Convention Center and a nearby Childrens Center. This item was left off of prior ROPS because payments were handled directly by the City. However we are adding it now to reflect that in accounting terms, these payments should be considered as passing through the Successor Agency to the bond trustee.
383	1992 George Moscone Center Lease Revenue Bond	1992 Moscone Lease/Revenue Bonds are funded by City of San Francisco Moscone convention center lease payments pledged for repayment of these lease revenue bonds. The original proceeds were used for construction of the Moscone Convention Center. This item was left off of prior ROPS because payments were handled directly by the City. However we are adding it now to reflect that in accounting terms, these payments should be considered as passing through the Successor Agency to the bond trustee.
384	Use of Excess Bond Proceeds: South of Market	###
385	Use of Excess Bond Proceeds: Western Addition A-2	###
386	Use of Excess Bond Proceeds: Bayview Hunters Point	Use of Bayview Hunters Point Excess Bond Proceeds (Series 1996B, 1998A, 2009B, 2009F Tax Exempt Bond Issuances) through a grant agreement with the City for eligible work, which may include streetscape, façade, or health center improvements.