

**RESOLUTION NO. 11-2012**  
**Adopted August 28, 2012**

RESOLUTION APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2013 TO JUNE 30, 2013.

WHEREAS, Under Assembly Bill No. X1 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) ("AB 26") and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, No. S194861, the Redevelopment Agency of the City and County of San Francisco (the "SFRA"), together with all other redevelopment agencies in the State of California, dissolved by operation of law on February 1, 2012; and,

WHEREAS, In June 2012, the California Legislature adopted legislation amending AB 26 as a trailer bill to the State's budget bill for the 2012-2013 fiscal year, known as Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12, Regular Session) ("AB 1484"), and the Governor signed that bill on June 27, 2012. Hereinafter, AB 26, as amended by AB 1484, and as further amended from time to time, is referred to as the "Redevelopment Dissolution Law" or the "Law;" and,

WHEREAS, The Redevelopment Dissolution Law places successor agencies' performance of their duties under the Law under the supervision of newly established oversight boards, which are different from the local legislative bodies and which will oversee the fiscal management of future successor agency activities regarding the enforceable obligations. In performing their functions required under the Redevelopment Dissolution Law, the oversight boards owe fiduciary responsibilities to the holders of enforceable obligations and the taxing entities entitled to the distribution of property tax revenues under the Law. Some actions by the oversight boards and successor agencies are also subject to discretionary review by the State Department of Finance and the State Controller under the Redevelopment Dissolution Law; and,

WHEREAS, The Mayor (with confirmation by the Board of Supervisors) and the taxing entities have appointed members to the oversight board of the City and County of San Francisco (the "Oversight Board"), which has taken various actions that have become effective because the Department of Finance has not objected within the review period under Section 34179 (h) of the Health and Safety Code; and,

WHEREAS, The Redevelopment Dissolution Law requires successor agencies to create Recognized Obligation Payment Schedules ("ROPS") for each six-month period (January-June, July-December), beginning January 1, 2012. Each ROPS must state the minimum payment amounts and due dates for payments required by enforceable obligations for each six-month fiscal period. Only those payments listed on the ROPS may be made by the successor agency from funds specified in the ROPS; and,

WHEREAS, The Redevelopment Dissolution Law defines an "enforceable obligation" as meaning any of the following: (a) bonds, including debt service, reserve set-asides and related required payments; (b) loans of money borrowed by the former SFRA, to the extent they are legally required to be repaid pursuant to a required repayment schedule or other mandatory loan term; (c) payments required by the Federal government; obligations to the State or imposed by State law (other than regular pass-through payments), and legally enforceable payments related to Agency employee obligations (including pension system payments or other obligations of a collective bargaining agreement); (d) legal judgments and settlements (other than pass-through payments); (e) legally binding and enforceable agreements and contracts, such as construction contracts, personal services contracts, owner participation agreements, and disposition and development agreements; (f) contracts and agreements necessary for the administration and operation of the successor agency, such as agreements to purchase or rent office space, equipment and supplies, and for carrying insurance; and (g) amounts borrowed from or payments owing to the Low and Moderate Income Housing Fund, provided the repayment schedule is approved by the oversight board (Cal. Health & Safety Code §34171); and,

WHEREAS, For each recognized obligation, the Redevelopment Dissolution Law requires the ROPS to identify one or more of the following payment sources: (1) Low and Moderate Income Housing Fund; (2) bond proceeds; (3) reserve balances; (4) "administrative cost allowance;" (5) the Redevelopment Property Tax Trust Fund (created by the City Controller for property tax revenues (former increment)) when no other funding source is available or when payment from property tax revenues is required by an enforceable obligation; and (6) other revenue sources as approved by the oversight board (Cal. Health & Safety Code §34177(l)(1)); and,

WHEREAS, The Oversight Board by Resolution No. 5-2012 and the Department of Finance approved the ROPS for January 1, 2012 to June 30, 2012; and,

WHEREAS, The Oversight Board by Resolution No. 6-2012 and the Department of Finance approved the ROPS for July 1, 2012 to December 31, 2012; and,

WHEREAS, The Oversight Board by Resolution No. 10-2012 approved a First Amendment to the ROPS for July 1, 2012 to December 31, 2012 and DOF did not object to the amendment; and,

WHEREAS, AB 1484 set the deadline for submitting an Oversight Board approved ROPS for January 1, 2013 to June 30, 2013 as September 1, 2012, a Saturday; however, the Department of Finance has extended that deadline for submittal to September 4, 2012 so that the submission date will fall on the first business day following the September 1 deadline; and,

- WHEREAS, On August 1, 2012 the Department of Finance published a new format and reporting requirements for the ROPS for the period of January 1, 2013 to June 30, 2013; and,
- WHEREAS, The ROPS for the period January 1, 2013 to June 30, 2013 is attached to this resolution as Exhibit A, and fully incorporated in this resolution (the "January - June 2013 ROPS"); and,
- WHEREAS, Ongoing projects of the successor agency to the San Francisco Redevelopment Agency includes the implementation of three major approved development projects consistent with the integrated set of enforceable obligations governing them: (1) the Mission Bay North and the Mission Bay South Project Areas (collectively "Mission Bay"), (2) Phases One and Two of the Hunters Point Shipyard Project Area and Zone 1 of the Bayview Hunters Point Project Area (collectively, "Hunters Point Shipyard/Candlestick Point"), and (3) certain parts of the Transbay Transit Center Project Area, including Zone 1 ("Transbay"). (Mission Bay, Hunters Point Shipyard/Candlestick Point and Transbay are sometimes referred to in this resolution as the "Major Approved Development Projects."); and,
- WHEREAS, Narratives summarizing the Major Approved Development Projects and describing all of the enforceable obligations for each of the Major Approved Development Projects are attached to Oversight Board Resolution No. 5-2012 (adopted April 10, 2012) as Exhibit B, and fully incorporated in that resolution (the "Major Approved Development Projects Summaries"). The Oversight Board approved the Major Approved Development Projects Summaries by Resolution 5-2012; and,
- WHEREAS, As set forth in the Major Approved Development Project Summaries, the City's assumption of the former SFRA's enforceable obligations require the City to, among other things: (1) form community facilities districts (CFDs) to finance infrastructure and maintain parks and open space and to issue debt secured by the CFD special taxes to finance infrastructure; (2) pledge property tax revenues (former increment) and issue debt secured by those revenues to finance the construction of infrastructure and affordable housing; (3) consummate certain property transfers and public trust exchanges; (4) process land use approvals under the approved redevelopment plans and associated land use controls; and (5) not amend the existing redevelopment plans and associated land use controls without the prior consent of certain third party developers, all as more particularly described in the Major Approved Development Projects Summaries; and,
- WHEREAS, Consistent with AB 26, on January 24, 2012 the City's Board of Supervisors approved and on January 26, 2012 the Mayor signed Resolution No. 11-12 (the "Board of Supervisors Resolution"), authorizing the City to accept all rights and obligations of the SFRA relating to its affordable housing assets, including the long term affordability covenants restricting the sale, rental, or use of those housing assets for the benefit of low and moderate income households; and,
- WHEREAS, This Oversight Board has acknowledged, by Resolution No. 3-2012 (March 6, 2012), the transfer of affordable housing assets to the Mayor's Office of Housing, as the successor housing agency to the former SFRA, and acknowledged the role of the Oversight Board in reviewing and approving the use of property tax

revenues (former increment) that are necessary to comply with enforceable obligations related to affordable housing development; and,

WHEREAS, The January - June 2013 ROPS lists various affordable housing obligations that qualify as an “enforceable obligation” as described above and in the Redevelopment Dissolution Law, including legally binding and enforceable agreements; obligations imposed by state law; amounts borrowed from or payments owing to the Low and Moderate Income Housing Fund, provided the repayment schedule is approved by the Oversight Board; and obligations imposed by bond covenants (Cal. Health & Safety Code §34171(d)(1)); and,

WHEREAS, A narrative describing the Long Term Affordable Housing Enforceable Obligations is attached to Oversight Board Resolution No. 5-2012 as Exhibit C, and fully incorporated in that resolution (the "Housing Obligations Summary"). The Oversight Board approved the Housing Obligations Summary by Resolution No. 5-2012; and,

WHEREAS, As described in the Housing Obligations Summary, the City's assumption of the former SFRA's enforceable obligations require the City to, among other things: (1) develop approximately 1140 affordable housing units in the Candlestick Point-Hunters Point Shipyard Phase 2 Project as part of a Disposition and Development Agreement (“DDA”) that is a legally binding and enforceable contract between SFRA and CP Development Co., LP executed in 2010 and that has a separate pledge of property tax revenue (formerly increment) to cover costs associated with the affordable housing development; (2) develop approximately 1445 affordable housing units in Mission Bay South and Mission Bay North Project Areas (of which 674 units have been constructed) as part of Owner Participation Agreements that are legally binding and enforceable contracts between SFRA and FOCIL-MB, LLC executed in 1998 and that have separate pledges of property tax revenue (formerly increment) to cover costs associated with the affordable housing development; (3) develop approximately 218 affordable housing units in the Hunters Point Shipyard Phase 1 Project as part of a Disposition and Development Agreement (“DDA”) that is a legally binding and enforceable contract between SFRA and HPS Developer executed in 2003; (4) develop thirty-five percent (35%) of all housing units in the Transbay Project Area as affordable housing units (estimated in the Report on the Redevelopment Plan to be 1183 affordable units) as an obligation that is imposed by state law under Section 5027.1 California Public Resources Code and that is required under the Transbay Redevelopment Project Implementation Agreement, a legally binding and enforceable contract between SFRA and the Transbay Joint Powers Authority executed in 2006; and (5) develop approximately 6700 affordable housing units (of which 900 units have been constructed) to replace affordable housing units that the SFRA previously destroyed and did not replace as part of an obligation imposed by state law under Sections 33413 (a), 33333.8 and 33333.7 of the California Health and Safety Codes; and,

WHEREAS, All of the property tax revenues (formerly increment) necessary to fulfill the activities described in the Housing Obligations Summary are amounts owed to the Low and Moderate Income Housing Fund of the SFRA and deferred as of the effective date of AB 26 (June 29, 2011) and therefore subject to approval of the Oversight Board; and,

WHEREAS, The City Controller and successor agency staff, in coordination with the City Attorney's Office, have reviewed the January - June 2013 ROPS and all

appropriate supporting documentation to validate that the items listed in the January - June 2013 ROPS constitute enforceable obligations and Exhibit A meets the requirements for a valid ROPS under the Redevelopment Dissolution Law; and,

WHEREAS, Having determined the validity of the January – June 2013 ROPS, the successor agency staff and the City Controller, having consulted with the City Attorney’s Office, recommend that the Oversight Board approve the January – June 2013 ROPS and authorize its submission to the State Controller and Department of Finance in accordance with AB 1484; now, therefore, be it

RESOLVED, That this Oversight Board approves the January – June 2013 ROPS, including the line items for the Major Approved Development Projects and the Long Term Affordable Housing Enforceable Obligations, for the period January – June 2013 inclusive, and directs the Executive Director or her designee to submit the ROPS to the City Controller, Department of Finance, and State Controller, post the January – June 2013 ROPS on the internet website of the Successor Agency, and to take any other actions necessary or appropriate to comply with the Redevelopment Dissolution Law’s requirements relating to the ROPS; and, be it, further

RESOLVED, That this Oversight Board authorizes City officials to take such actions as may be necessary or appropriate, in consultation with the City Attorney, to effectuate the purpose and intent of this resolution and to comply with the Redevelopment Dissolution Law, and ratifies and confirms any prior actions taken by City officials consistent with this resolution.

Exhibit A: January – June 2013 ROPS  
A-1: Contact Information  
A-2: Summary  
A-3: Recognized Obligation Payment Schedule  
A-4: Notes  
A-5: Prior Period Payments  
A-6: Unspent Bond Proceeds - Non-Housing  
A-7: Unspent Bond Proceeds - Housing



Board Secretary

Exhibit A-1: Contact Information

**Successor Agency Contact Information**

Name of Successor Agency:	Successor Agency to the
County:	Redevelopment Agency of the City and County of San Francisco
Primary Contact Name:	Tiffany Bohee
Primary Contact Title:	Executive Director
Address	One South Van Ness Avenue, Fifth Floor
Contact Phone Number:	San Francisco, CA 94103
Contact E-Mail Address:	415.749.2588
	<a href="mailto:tiffany.bohee@sfgov.org">tiffany.bohee@sfgov.org</a>
Secondary Contact Name:	Sally Oerth
Secondary Contact Title:	Deputy Director
Secondary Contact Phone Number:	415.749.2580
Secondary Contact E-Mail Address:	<a href="mailto:sally.oerth@sfgov.org">sally.oerth@sfgov.org</a>

**SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE**  
 Filed for the January 1, 2013 to June 30, 2013 Period

**Name of Successor Agency:** Successor Agency to the Redevelopment Agency of the City and County of San Francisco

	<b>Total Outstanding Debt or Obligation</b>
<b>Outstanding Debt or Obligation</b>	<b>\$ 14,141,913,605</b>
<b>Current Period Outstanding Debt or Obligation</b>	<b>Six-Month Total</b>
A Available Revenues Other Than Anticipated RPTTF Funding	\$ 105,667,269
B Enforceable Obligations Funded with RPTTF	\$ 101,256,193
C Administrative Allowance Funded with RPTTF	\$ 1,594,014
D Total RPTTF Funded (B + C = D)	\$ 102,850,207
Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>Should be same amount as ROPS form six-month total</i>	<b>\$ 208,517,476</b>
E Enter Total Six-Month Anticipated RPTTF Funding	102,850,207
F Variance (D - E = F) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>	\$ -
<b>Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments</b> (as required in HSC section 34186 (a))	
G Enter Estimated Obligations Funded by RPTTF <i>(Should be the same amount as RPTTF approved by Finance, including admin allowance)</i>	\$ 104,076,131
H Enter Actual Obligations Paid with RPTTF	\$ 99,968,746
I Enter Actual Administrative Expenses Paid with RPTTF	\$ 4,107,385
J Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	\$ -
<b>K Adjustment to RPTTF</b>	<b>\$ 102,850,207.00</b>

See footnote 1.

See footnote 2.

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177(m) of the Health and Safety code,  
 I hereby certify that the above is a true and accurate Recognized  
 Obligation Payment Schedule for the above named agency.

<u>Nadia Sesay</u>	Chair, Oversight Board
Name	Title
_____	_____
Signature	Date

Footnotes

1. The 6 month time period of the ROPs does not align with the property tax billing and collection calendar. CCSF estimates that it would have collected \$59.6 million by the January distribution dated. CCSF only collects 50 % of its secured property tax by December 10 and the remaining 50% in April 2013. CCSF will not have the full amount collected to be distributed into the RPTTF by the January 2,2013 distribution date. However, since the majority of the obligations payments are not actually needed until June 2013, CCSF will ensure that the Agency has sufficient funds to pay its obligations before the June due date. CCSF estimates that there will be well over the allowable RPTTF available by June 2013.

2. This amount represents the actual amount allocated to the Successor Agency covering the period of January-June 2012. Pass through amounts were not given to the Successor Agency as they were paid directly by CCSF. Additional increment for the Mission Bay Project Areas were also not provided to the Successor Agency. The difference between the Estimate vs. Actual is due to the structure of these obligations. There are no set monthly contracted amounts for any of the agreements and actual tax increment flows can vary depending on changes in property values.

**Exhibit A-3: RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)  
 January 1, 2013 through June 30, 2013**

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
<b>Grand Total</b>								\$ 14,141,913,605	\$ 342,358,217	\$ 38,140,030	\$ 36,624,000	\$ 3,689,400	\$ 1,594,014	\$ 101,256,193	\$ 27,213,839	\$ 208,517,476	
<b>NON-HOUSING OBLIGATIONS</b>																	
1	ADM 1	Agency Admin Operations	See notes	See notes	Aim to Please	Office Janitorial	ADM	See notes	\$550	\$0	\$0	\$0	\$0	\$0	\$0	CCSF contractor. Misc. cleaning outside of CCSF contract. Based on usage; as needed.	
2	ADM 2	Agency Admin Operations	See notes	See notes	AirFilterStore.com	Office air filters	ADM	See notes	\$350	\$0	\$0	\$0	\$0	\$0	\$0	Air filters for legal library. Should purchase for as long as legal library remains. Based on usage; as needed.	
3	ADM 3	Agency Admin Operations	See notes	See notes	Applied Microfilm Systems, Inc.	Microfilm Viewer Maintenance	ADM	See notes	\$3,200	\$0	\$0	\$0	\$1,600	\$0	\$0	Based on usage; as needed.	
4	ADM 4	Agency Admin Operations	11/10/2009	11/10/14	AquaPrix, Inc.	Lease & maintenance agreement for 1 hot/cold water filtration unit	ADM	\$10,870	\$2,180	\$0	\$0	\$0	\$1,090	\$0	\$0	60 mo. lease. Totals include est. taxes.	
5	ADM 5	Agency Admin Operations	See notes	See notes	ATT Mobility	Agency Wireless ATT Accounts	ADM	See notes	\$10,000	\$0	\$0	\$0	\$1,667	\$1,082	\$2,251	Monthly wireless service. Based on usage; as needed.	
6	ADM 6	Agency Admin Operations	See notes	See notes	Bay Cities Joint Powers Insurance Authority /CCSF Risk Management Division	Self Insurance: General, Auto, Employment Practices, Errors & Omissions, Property, Crime, Auto Physical Damage, Marina Operators - through BCJPIA	ADM	\$420,000	\$60,000	\$0	\$0	\$0	\$10,000	\$6,493	\$13,507	In addition to Premiums already paid, we need to purchase an Employment Practices Liability - 3 year tail in March. Next year property insurance is purchased through CCSF not BCJPIA; up by 50%.	
7	ADM 7	Agency Admin Operations	See notes	See notes	Bay Cities Joint Powers Insurance Authority & Others	Self Insurance Retention Reserve for Claims - settlements, litigation, judgments, misc. defense costs - usually through BCJPIA	ADM	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Insurance Pool Agreements, may have claims- related expenses beyond end of contract. Difficult to predict. Paid under the City.	
8	ADM 8	Agency Admin Operations	See notes	See notes	CCSF, Daily Journal Corporation, AGIG, Alliant Insurance, Pelican Delivery, San Francisco Minitubus, and Misc. Vendors	Misc Admin Expenses	ADM	See notes	\$25,000	\$0	\$0	\$0	\$4,167	\$2,705	\$5,628	This is a place marker for misc. items that may be needed. May require use of city contractors instead of listed vendors. Based on usage; as needed.	
9	ADM 9	Agency Admin Operations	See notes	See notes	CCSF/ Central Shops	Gasoline & Repairs through CCSF Central Shops	ADM	See notes	\$5,000	\$0	\$0	\$0	\$833	\$541	\$1,126	Longstanding CCSF arrangement; currently have a deposit to pay for fuel. In addition to fuel, moving all fleet servicing to Central Shops. Fleet size has been reduced by 2. Future TBD. Based on usage; as needed.	
10	ADM 10	Agency Admin Operations	See notes	See notes	CCSF/ Department of Telecommunications	Telephone system: landlines, voice mail system and reception console at 1SVN SFRA offices	ADM	See notes	\$16,320	\$0	\$0	\$0	\$2,720	\$1,766	\$3,674	CCSF Service Agreement Budget estimate is \$40,798. Based on usage; as needed.	
11	ADM 11	Agency Admin Operations	1/1/2005	11/30/17	CCSF/ Real Estate Department	Agency Office Lease 1 South Van Ness - portion of the 5th Floor in City owned building	ADM	\$1,583,520	\$371,940	\$0	\$0	\$0	\$58,000	\$37,659	\$102,281	Current lease is based on reduced square footage but in contract until 2017.	
12	ADM 12	Agency Admin Operations	See notes	See notes	CCSF/ Reproduction and Mail Services	Printing, mainframe reports, redline paper	ADM	See notes	\$1,500	\$0	\$0	\$0	\$250	\$162	\$338	Mail and printing services. Based on usage; as needed.	
13	ADM 13	Agency Admin Operations	See notes	See notes	Corodata Records Management Inc.	Off Site Records Storage Agreements	ADM	See notes	\$10,000	\$0	\$0	\$0	\$1,667	\$1,082	\$2,251	No contract. As needed services.	
14	ADM 14	Agency Admin Operations	See notes	See notes	Daily Journal Corporation	Publishing for RFPs	ADM	See notes	\$20,000	\$0	\$5,000	\$5,000	\$0	\$0	\$0	For Real Estate related RFP/RFQs. Based on usage; as needed.	
15	ADM 15	Agency Admin Operations	See notes	See notes	DataSafe	Off Site Records Storage Agreements	ADM	See notes	\$30,000	\$0	\$0	\$0	\$5,000	\$3,246	\$6,754	Ongoing records storage agreement. Quarterly charges paid in advance. Expect \$9,000 by end of FY. May increase due to removal fees. Based on usage; as needed.	
16	ADM 16	Agency Admin Operations	See notes	See notes	Employees	Misc Admin Expenses	ADM	See notes	\$7,300	\$0	\$0	\$0	\$1,217	\$790	\$1,643	Misc - gas, travel, etc. Allocated approximately \$200/employee. Based on usage; as needed.	
17	ADM 17	Agency Admin Operations	See notes	See notes	FedEx or various vendors	Express Delivery service	ADM	See notes	\$1,200	\$0	\$0	\$0	\$200	\$130	\$270	Will change to City contractor. Based on usage; as needed.	
18	ADM 19	Agency Admin Operations	See notes	See notes	Imperial Parking	1SVN Garage parking Month to month agreement for 12 Agency parking spaces	ADM	See notes	\$1,296	\$0	\$0	\$0	\$216	\$140	\$292	Agency Fleet and Director's vehicles. Includes possible increase in fees. Based on usage; as needed.	
19	ADM 20	Agency Admin Operations	See notes	See notes	Iron Mountain	Off Site Records Storage Agreements (phasing some companies out)	ADM	See notes	\$9,000	\$0	\$0	\$0	\$1,500	\$974	\$2,026	May increase-due to removal fees-if boxes are removed.	
20	ADM 24	Agency Admin Operations	See notes	See notes	Neopost Inc.	Ink for postage machine	ADM	See notes	\$300	\$0	\$0	\$0	\$0	\$0	\$0	May need to purchase more ink, as needed.	
21	ADM 25	Agency Admin Operations	See notes	See notes	TBD - Delivery Services	Delivery Services in the Bay Area	ADM	See notes	\$6,000	\$0	\$0	\$0	\$1,000	\$649	\$1,351	Messenger services, as needed.	
22	ADM 26	Agency Admin Operations	See notes	See notes	Staples, Give Something Back, Quill, CCSF Office of the Administrator	General Office Supplies	ADM	See notes	\$20,000	\$0	\$0	\$0	\$3,333.33	\$2,164.33	\$4,502.34	Includes oversight office expenses. Currently using OCA's Purchase Order. Will need to reimburse. As needed.	
23	ADM 27	Agency Admin Operations	7/1/2010	6/18/13	Toshiba Business Solutions/ or CCSF contractor	Maintenance agreement for color copier - charges/copy	ADM	\$30,000	\$3,300	\$0	\$0	\$0	\$550	\$357	\$743	Maintenance contract for copiers.	
24	ADM 28	Agency Admin Operations	5/1/2010	5/19/13	Toshiba Business Solutions/ or CCSF contractor	Black & White Copier Lease & Maintenance agreement for 2 standard and 1 high speed black & white copiers	ADM	\$87,000	\$7,500	\$0	\$0	\$0	\$1,250	\$812	\$1,688	Maintenance contract for copiers.	
25	ADM 29	Agency Admin Operations	7/1/2010	6/18/13	Toshiba Financial Services/ or CCSF contractor	Color Copier Lease agreement for color copy machine	ADM	\$22,000	\$2,000	\$0	\$0	\$0	\$333	\$216.43	\$450.23	Contract for color copier.	
26	ADM 30	Agency Admin Operations	See notes	See notes	Uptime Resources	Printer Cartridges and maintenance	ADM	See notes	\$3,500	\$0	\$0	\$0	\$583	\$379	\$788	Printing supply and maintenance agreement. May need to use CCSF contract/vendor. Based on usage; as needed.	
27	ADM 31	Agency Admin Operations	See notes	See notes	Urban Lands Institute, A.M. Best, NAHRO, SF Chronicle, Wall Street Journal	Agency Subscriptions	ADM	See notes	\$1,000	\$0	\$0	\$0	\$167	\$108	\$225	Assumes renewal of Urban Lands, NAHRO and SF Chronicle. Based on usage; as needed.	
28	ADM 32	Agency Admin Operations	See notes	See notes	USPS/Neopost (transfer to CCSF Reproduction and Mail Services)	Postage added to Postage Meter	ADM	See notes	\$15,000	\$0	\$0	\$0	\$3,333.33	\$2,164.33	\$4,502.34	Postage deposit. Postage will be processed by Mail Repro. Based on usage; as needed.	
29	FIN 1	Agency Admin Operations	See notes	See notes	Bartel Association	Actuarial valuation	ADM	See notes	\$25,000	\$0	\$0	\$0	\$3,333.33	\$2,164.33	\$4,502.34	No contract. Anticipated need for valuation. Previous study completed by Bartel; may need if we must determine Calpers liability. Based on usage; as needed.	
30	FIN 2	Agency Admin Operations	See notes	See notes	CCSF GSA- Admin	Split of overall GSA admin costs distributed to each division; based on estimates of FTE	ADM	See notes	\$532,451	\$0	\$0	\$0	\$50,167	\$32,573	\$299,211	Admin, HR, and fiscal support from GSA/City Administrator's office. Based on usage; as needed.	
31	FIN 4	Agency Admin Operations	See notes	See notes	Macias, Gini & O'Connell LLP	Audit	ADM	See notes	\$10,000	\$0	\$0	\$0	\$10,000	\$0	\$0	Based on usage; as needed.	
32	FIN 5	Agency Admin Operations	See notes	See notes	ORACLE	Accounting system- annual fees	ADM	See notes	\$50,591	\$0	\$0	\$0	\$8,432	\$5,475	\$11,389	Annual accounting system maintenance. Based on usage; as needed.	
33	FIN 6	Agency Admin Operations	See notes	See notes	Seifel Consulting, Urban Analytics, Various Vendors	Statement of Indebtedness (SOI) consultant	ADM	See notes	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> Per AB-26 requirement. Based on usage; as needed.	
34	FIN 9	Agency Admin Operations	See notes	See notes	CCSF- Controller	COWCAP	ADM	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> No payment for FY 12/13. Costs based on prior years. Future costs anticipated beginning FY 13/14.	
35	FIN 10	Agency Admin Operations	See notes	See notes	CCSF GSA-Risk Management	Property Insurance, risk services	ADM	See notes	\$180,000	\$0	\$0	\$0	\$30,000	\$19,479	\$40,521	\$180K Property coverage, \$50K services. Based on usage; as needed.	

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
36	HR 2	Agency Admin Operations	See notes	See notes	Employees, related Fringe Benefit payees, and taxes (Larry Winsten, Vision Service Plan, CalPERS, Local 21, Local 1021, Reliance, Aflac, Infnisource, SFRA, CCSF Health Services, State of California, Federal Government, San Francisco ), various	Staffing Costs associated with Successor Agency Obligations - Future Fiscal Years	ADM	See notes	\$6,920,000	\$0	\$0	\$0	\$1,142,122	\$619,391	\$2,208,487	\$3,970,000	Ongoing staffing costs associated with Successor Agency obligations for Fiscal Year 12/13. Includes staffing costs related to South Beach Harbor.
37	HR 3	Agency Admin Operations	See notes	See notes	California Chamber of Commerce, CCSF, Infnisource, and other various vendors	Miscellaneous vendor costs for fringe expenses	ADM	See notes	\$270,000	\$0	\$0	\$0	\$45,000	\$29,218	\$60,782	\$135,000	Employer contributions. Based on usage.
38	HR 5	Agency Admin Operations	See notes	See notes	CALPERS	Liability if contract cancelled (retirement for current and future retirees)	ADM	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: In the event the contract is canceled, an actuarial study will be required to determine actual liability.
39	HR 6	Agency Admin Operations	See notes	See notes	CALPERS and CALPERS (CERBT)	Liability if contract cancelled (retiree medical for current and future retirees)OPEB	ADM	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: In the event the contract is canceled, an actuarial study will be required to determine actual liability.
40	HR 8	Agency Admin Operations	See notes	See notes	Asure, various vendors	Timesheet processing	ADM	See notes	\$40,001	\$0	\$0	\$0	\$6,667	\$4,329	\$9,005	\$20,001	Anticipate using current time billing system through FY 13-14. Month to month agreement. Based on usage; as needed.
41	HR 9	Agency Admin Operations	See notes	See notes	Employees	Liability to employees for leave/severance payout (includes required payments made under the MOUs with Local 21 and Local 1021)	ADM	See notes	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	For payouts to employees for severance and leave. Based on usage; as needed.
42	HR 11	Agency Admin Operations	See notes	See notes	CalPERS	Retiree Medical payments	ADM	See notes	\$1,205,130	\$0	\$0	\$0	\$0	\$665,130	\$0	\$665,130	Ongoing retiree medical costs. Based on usage; as needed.
43	HR 12	Agency Admin Operations	See notes	See notes	CalPERS CERBT	OPEB liability funding	ADM	See notes	\$300,000	\$0	\$0	\$0	\$100,000	\$64,930	\$135,070	\$300,000	Ongoing funding of OPEB liabilities. Based on usage; as needed.
44	HR 13	Agency Admin Operations	9/1/2011	9/1/12	State Compensation Insurance e Fund, Cypress Insurance Company, Berkshire Hathaway Homestate Companies and various vendors	Workers Compensation Insurance and expenses related to worker's compensation	ADM	See notes	\$180,000	\$0	\$0	\$0	\$30,000	\$19,479	\$40,521	\$90,000	TBD Premium plus taxes and additional fees based on payroll. Not a contract.
45	HR 15	Agency Admin Operations	See notes	See notes	Various	Staff trainings, conferences, licenses and dues	ADM	See notes	\$18,000	\$0	\$0	\$0	\$3,000	\$1,948	\$4,052	\$9,000	Anticipated payments for licenses and dues per MOUs. Approx. \$500/employee.
46	HR 16	Agency Admin Operations	See notes	See notes	Various	Required for compliance training (includes required payments made under the MOUs with Local 21 and Local 1021)	ADM	See notes	\$18,000	\$0	\$0	\$0	\$3,000	\$1,948	\$4,052	\$9,000	Anticipated employee reimbursements under MOA. Approx. \$500/employee.
47	IT 1	Agency Admin Operations	See notes	last contract ends 6/30/13 (see notes)	IBM, Dell, CCSF Dept. of Technology, USI Networks, Barracuda Networks, Actnet, Image Access, CoreLogic, Vision Internet, Intranet Dashboard, Co-star, Insight Software, PowerTech, Create Form, DLT Solutions, Citrix, Reliasys, Landesk and various IT vendors	Various IT contracts/ services	ADM	See notes	\$135,000	\$0	\$0	\$0	\$0	\$0	\$45,000	\$45,000	Various contracts, software and maintenance agreements, and supplies needed for ongoing operations. Based on usage; as needed.
48	LGL 1	Agency Admin Operations	See notes	See notes	CCSF/ City Attorney	Umbrella MOU authorizing use of City Attorney's office for litigation representation, advice, and miscellaneous legal services	ADM	See notes	\$350,000	\$0	\$0	\$0	\$58,333	\$37,876	\$78,791	\$175,000	Legal services for AB 26 related work. Based on usage; as needed.
49	LGL3	Agency Admin Operations	See notes	See notes	Various	Legal Dues/ Subscriptions/License/Certification	ADM	\$69,500	\$9,000	\$0	\$0	\$0	\$1,500	\$974	\$2,026	\$4,500	No contracts. Ongoing expenses related to legal dues, subscriptions, and certifications.
50	LGL 4	Agency Admin Operations	7/1/2011	6/30/14	Westlaw	Westlaw contract renewed 6/24/11 for 3 years for \$891.33 / month	ADM	\$32,076	\$10,696	\$0	\$0	\$0	\$1,783	\$1,157	\$2,408	\$5,348	Contract ends 6/30/14. Can be cancelled. Special pricing for Westlaw, online research, and printed subscriptions. Other printed subscriptions that's not part of package can be cancelled anytime.
51	RE 2	Agency Admin Operations	See notes	See notes	Forester & Kroger, Twin III Building Maintenance, McCoy's Patrol Service, Sam's Locksmith and A&A Locksmith	Misc Property Management for Agency-owned properties	ADM	See notes	\$75,000	\$0	\$0	\$0	\$0	\$37,500	\$0	\$37,500	Misc Property Management for Agency-owned properties on an as-needed basis.
52	RE 4	Agency Admin Operations	Various	12/31/12	John R. Kaeuper & Company, J.W. Tom & Associates, Carneghi-Blum & Partners, Inc., The San Francisco Appraisal Company Mansbach Associates, Inc., Clifford Associates, Hamilton, Ricci & Associates, Inc. , Alfred L. Watts and Associates, Joseph J. Blake & Associates, Inc. , CB Richard Ellis, Trisha L. Clark, Integra Realty Resources, Baum and Associates, MVT Appraisal, Inc.	Appraisal services required for enforceable obligations.	ADM	See notes	\$50,000	\$0	\$12,500	\$12,500	\$0	\$0	\$0	\$25,000	This is a panel of approximately 12 appraisers. Each has a personal services contract with varying start dates, depending on when assignments were given. The panel expires on 12/31/12 but the Successor Agency intends to issue a new RFP for a new panel before the current panel expires.
53	RE 5	Property management of select Agency/City-owned properties	4/1/2010	3/31/13	Twin III Maintenance/TBD	Property management personal services contract	Various	\$147,427	\$73,700	\$26,300	\$0	\$16,200	\$0	\$0	\$0	\$42,500	Property management costs for Agency/City-owned parcels. Contract expires 3/31/13. Agency expects to issue new RFP and continue the contract. Previously BVHP 9.
54	RE 6	Certificates of Completion - Various Projects	See notes	See notes	See notes	Real estate work associated with producing required certificates of completion for outstanding agreements (i.e., owner participation, land disposition, and disposition and development agreements). Requires ongoing transactional and title work.	Various	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	These outstanding agreements are enforceable obligations and are part of the Successor Agency's project work. They require the Successor Agency to issue a certificate of completion when requested. This work will require staff time of the Successor Agency to complete.
55	AW 1	Resolution No. 25-2010: APPROVING AN AMENDMENT OF THE AGENCY'S FISCAL YEAR 2009-2010 BUDGET	See notes	6/30/15	Low- and Moderate-Income Housing Fund	Increases expenditure authority by \$28.8M, including \$16.483 borrowed from Low-Mod Income Housing Fund (LMIHF) for SERAF payment, and establishes repayment obligation by 6/30/2015	Agency-wide		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: SFRA used housing funds to pay FY 09-10 SERAF payment; outstanding balance of \$16.483M must be repaid to LMIHF by 2015 per state law.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
56	CC 1	Third Amendment to a Personal Services Contract with Elation Systems, Inc.	See notes	6/30/14	Elation Systems, Inc.	Annual licensing fees for web-based contract compliance/monitoring and SBE certification system.	Agency-wide	\$1,075,900	\$199,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: One time annual payment in Aug/Sept; last year of contract (FY 13-14) is extension option at discretion of E.D.
57	CC 2	Surety Bond program	See notes	6/30/14	Merriwether & Williams and various vendors	Credit line for surety bonds.	Agency-wide	\$199,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: As-needed basis.
58	CC 3	Letter Agreement with the Office of Economic and Workforce Development (OEWD)	See notes	11/2/13	CCSF/ OEWD	Construction workforce referral/ placement services for Agency-sponsored projects in the Southeast sector.	Agency-wide	\$0	\$109,330	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Final year payment for Nov 2012 - Nov 2013 to be paid in Nov 2012. Contract extension anticipated.
59	BVHP2	Grant Agreement for Bayview Opera House	3/15/2011	9/14/13	San Francisco Arts Commission	Renovation of the Bayview Opera House	BVHP	\$200,000	\$400,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000	This grant and the grant funds in Item 60 are part of a combined capital improvement project that includes other public funding sources, including federal funds. The SFRA funds were used as a local match to a federal Dept. of Transportation grant for the a portion of the project. The Opera House is a city-owned facility in danger of being red-tagged for seismic concerns, lack of ADA upgrades, and overall structural issues. The Arts Commission is expected to draw-down half of the \$400,000 grant in 2012 and the balance in 2013.
60	BVHP 3	Grant agreement for Bayview Opera House Plaza	3/15/2011	9/14/13	CCSF/ Municipal Transportation Agency	Renovation of the Bayview Opera House plaza	BVHP	\$562,500	\$784,998	\$0	\$562,500	\$0	\$0	\$0	\$0	\$562,500	See notes for Item 59. The San Francisco Municipal Transportation Authority is expected to draw down the \$785,000 grant by June 2013. This transportation investment is required to be provided as local funding for implementation of the neighborhood component of the federal Choice Neighborhood Initiative Grant.
61	BVHP 5	College Track	7/19/2011	See notes	US Bancorp CDC	Indemnification Agreement with US Bancorp CDC on 6/21/11 for 7 years for \$2.47 MM - \$4.7 MM if a recapture event occurs on College Track project	BVHP	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This is a contingent liability arising out of an indemnification agreement signed by the Agency, SFCIF and SFCIF SUB CDE 1. The liability ranges from 2.47 - 4.7 million based upon the time of occurrence. The liability is only triggered under 4 limited circumstances as described in the Indemnity Agreement.
62	BVHP 6	Alice Griffith Public Housing Transformation Plan: Choice Neighborhood Implementation Grant	See notes	See notes	CCSF (as fiscal agent to CBO partners identified in the CNI grant, including Urban Strategies, etc)	Implementation of the neighborhood component of the Choice Neighborhood Grant	BVHP	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Neighborhood/economic development programs totaling \$5,409,977 required to be provided as local match for implementation of the Neighborhood component of the federal Choice Neighborhood Initiative Grant (as described in Item 123.03). Contracts include JRI and other job development work, economic development like SF Shines and neighborhood housing and transportation.
63	BVHP 8	Shoreview Park (1 Lillian)	See notes	See notes	CCSF/ PUC	Water for landscaping	BVHP	See notes	\$600	\$0	\$0	\$0	\$0	\$0	\$300	\$300	Property maintenance costs for Agency owned parcel.
	BVHP 9	Shoreview Park		3/31/13	Twin-III Maintenance	Maintenance Contract	BVHP			\$0	\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: See Item 53.
	BVHP 10	Site Office Maintenance		n/a	AT&T/ CalNet, AT&T Mobility, AM-Hosting, Arrowhead Water, Indecat Creative, Xerox, and various vendors	Site office utilities and maintenance	BVHP		\$7,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: Office closed down 6/30/12.
64	BVHP 11	Ground Lease Agreement - Cala Foods - 345 Williams Street	10/29/91	10/31/31	See Notes	Ground lease agreement with grocery store chain to build and operate a grocery store. Requires ongoing project management.	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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. This asset will be included in the Successor Agency's property management plan.
65	HPSY 1	DDA Phase 1, Horizontal Disposition and Development Agreement	12/2/2003	See notes	Various payees listed below	Disposition and Development Agreement	HPSY	\$34,245,674	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This item and the payments listed in Items 65.01 - 65.08 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.
65.01	HPSY 1.01	Letter Agreement	4/5/2005	See notes	CCSF/ DPW (Phase 1)	City staff (Taskforce) reimbursement for work performed on HPS	HPSY	See notes	\$305,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	Total outstanding debt as of 6/30/2012 is equal to \$619,362, and is captured within the amount listed under the Phase 1 DDA Item 65. 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.
65.02	HPSY 1.02	Interagency Cooperative Agreement-HPS	2/11/2005	See notes	CCSF/ City Attorney (Phase 1)	City staff reimbursement for work performed on HPS	HPSY	See notes	\$60,000	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000	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.
65.03	HPSY 1.03	Interagency Cooperative Agreement-HPS	2/11/2005	See notes	CCSF/ DPH (Phase 1)	City staff reimbursement for work performed on HPS	HPSY	See notes	\$54,998	\$0	\$0	\$0	\$0	\$0	\$27,498	\$27,498	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.
65.04	HPSY 1.04	Consulting Contract	7/1/2009	6/30/12	WB Kennedy (Phase 1)	Administrative support for the HPS CAC	HPSY	See notes	\$230,000	\$0	\$0	\$0	\$0	\$0	\$115,000	\$115,000	Total outstanding debt as of 6/30/2012 is equal to \$230,000 and is captured within the amount listed under the Phase 1 DDA Item 65. A Site Office/ Administrative Services and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
65.05	HPSY 1.05	DDA Phase 1	12/2/2003	See notes	Legacy Foundation for BVHP	Phase 1 DDA required transfer of Community benefits funds	HPSY	See notes	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000	Total outstanding debt as of 6/30/2012 is equal to \$1,000,000, and is captured within the amount listed under the Phase 1 DDA Item 65. The creation of a Quasi-Public Entity ("Legacy Foundation for BVHP"), a Community Benefits Budget, and transfer of such funds to the Legacy Foundation for BVHP are required by the Phase 1 DDA Attachment 23 Sections 2. Establishment of a Quasi-Public Entity and 3.2 Community Benefits Budget. A fiscal agent contractor has not been identified for the program to be funded and therefore the funds have not been disbursed. The funds are anticipated to be disbursed in a future ROPS period.
65.06	HPSY 1.06	Security Service	1/1/2012	12/31/13	McCoy's Patrol (Phase 1)	Security at HPS	HPSY	See notes	\$355,200	\$0	\$0	\$0	\$0	\$0	\$177,600	\$177,600	Total outstanding debt as of 6/30/2012 is equal to \$233,000, and is captured within the amount listed under the Phase 1 DDA Item 65. Security Services are required by Phase 1 DDA and the HPS Conveyance Agreement, Interim Lease, 6.5 Security Services. Future contract amendments of \$540,000 anticipated in January 2013, FY13-14, and post 2014.
65.07	HPSY 1.07	Consulting Contract	6/21/2010	6/30/14	R.J. Marshburn & Assoc.	Insurance Consultant	HPSY	\$0	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Total outstanding debt as of 6/30/2012 is equal to \$8,925, and is captured within the amount listed under the Phase 1 DDA Item 65. Per Phase 1 DDA Vertical DDA, specialized insurance consulting. Contract has not actually completed; Successor Agency will be advancing the \$9,000 remaining in the contract to the Jan - June 2012 period. Invoices previously anticipated to be paid in July to December 2012 will be instead be paid in January - June 2013.
65.08	HPSY 1.08	Interim Lease w/Lennar	12/3/2004	See notes	Various	Property Management	HPSY	See notes	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Pursuant to HPSY Phase 1 DDA Item 65, developer and/or the Successor Agency are required to fund or provide security and property management services. Services are procured on an as-needed basis.
66	HPSY 2	Phase 2 DDA	6/3/2010	See notes	Various payees listed below	Disposition and Development Agreement	HPSY	\$158,115,848	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This item (previously HPSY 37) and the payments listed in Items 66.01 - 66.18 relate to the enforceable obligations 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. 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 sublines following this master line in future ROPS.  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 66 and that the successor agency will pay for qualified project costs over the term of the Phase 2 DDA.
66.01	HPSY 2.01	Consulting Services	3/15/2011	3/15/13	Overland, Pacific & Cutler	Relocation services	HPSY	See notes	\$107,265	\$0	\$0	\$0	\$0	\$0	\$29,265	\$29,265	Total outstanding debt as of 6/30/2012 is equal to \$107,265, and is captured within the amount listed under the Phase 2 DDA Item 65. 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. Due to delays and invoice timing, funds programmed for July-Dec have been shifted to the Jan - Jun period
66.02	HPSY 2.02	Legal Services Contract	2/3/2009	See notes	Kutak Rock (Phase 2)	Legal services contract related to property transfer	HPSY	See notes	\$760,000	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	Total outstanding debt as of 6/30/2012 is equal to \$1,091,058, and is captured within the amount listed under the Phase 2 DDA Item 66. These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date. Future contract amendments anticipated: \$300,000 in FY 12-13; \$490,000 in FY13-14; and \$300,000 post 2014.
66.03	HPSY 2.03	Interagency Cooperative Agreement-HPS	6/3/2010	See notes	CCSF/ Planning(Phase 2)	City staff reimbursement for work performed on HPS	HPSY	See notes	\$75,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	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 66 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources.
66.04	HPSY 2.04	Interagency Cooperative Agreement-HPS	6/3/2010	See notes	CCSF/ City Attorney (Phase 2)	City staff reimbursement for work performed on HPS	HPSY	See notes	\$633,333	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	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 66 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.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
66.05	HPSY 2.05	Interagency Cooperative Agreement-HPS	6/3/2010	See notes	CCSF/ DPW (Phase 2)	City staff reimbursement for work performed on HPS	HPSY	See notes	\$225,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	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 66 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.
66.06	HPSY 2.06	Interagency Cooperative Agreement-HPS	6/3/2010	See notes	CCSF/ OEWD (Phase 2)	City staff reimbursement for work performed on HPS	HPSY	See notes	\$370,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	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 66 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.
66.07	HPSY 2.07	Interagency Cooperative Agreement-HPS	6/3/2010	See notes	CCSF/ DPH (Phase 2)	City staff reimbursement for work performed on HPS	HPSY	See notes	\$501,498	\$0	\$0	\$0	\$0	\$0	\$220,998	\$220,998	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.
66.08	HPSY 2.08	Insurance consulting and placement	See notes	See notes	CCSF/ Risk Management Division	Pollution liability	HPSY	See notes	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000	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 66 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.
66.09	HPSY 2.09	Transportation Plan Coordination (Peter Albert)	See notes	See notes	CCSF/ MTA	Interagency Cooperative Agreement	HPSY	See notes	\$78,333	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000	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 66 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.
66.10	HPSY 2.10	TIFIA Loan Agreement	See notes	See notes	TBD	Phase 2 transportation improvements	HPSY	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
66.11	HPSY 2.11	Legal Service Contact	2/19/2010	See notes	Jones Hall ( Phase 2)	Bond counsel and legal financial consultants	HPSY	See notes	\$200,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	Total outstanding debt as of 6/30/2012 is equal to \$381,212, and is captured within the amount listed under the Phase 2 DDA Item 66. The costs of consultant services and fees associated with pursuing alternative forms of financing are authorized under the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing. These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date. Future contract amendment to provide specialized legal services primarily related to public trust and state park issues for the Hunters Point Shipyard Phase 2 - Candlestick Point project in the amount of not to exceed \$300,000 is anticipated.
66.12	HPSY 2.12	Legal Services Contract	5/6/2008	See notes	Shute Mihaly (Phase 2)	Legal services contract related to State Lands	HPSY	See notes	\$303,333	\$0	\$0	\$0	\$0	\$0	\$120,000	\$120,000	Total outstanding debt as of 6/30/2012 is equal to \$758,820, and is captured within the amount listed under the Phase 2 DDA Item 65. The Phase 2 DDA Sections 6.1 Trust Exchange and 6.2.1 CP State Park Site, places a legally binding obligation on the Agency to, "effectuate the planned consolidation and reconfiguration of lands within the Project Site (HPS and Candlestick Point "CP") that are or may be held subject to the public trust" under the jurisdiction of the State Lands Commission, and or the California Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. Future contract amendment to provide specialized legal services primarily related to public trust and state park issues for the Candlestick Point - Hunters Point Shipyard Phase 2 project in the amount of not to exceed \$600,000 is anticipated.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
66.13	HPSY 2.13	State Lands Staff Reimbursement	See notes	12/31/10	State Lands Commission (Phase 2)	State Lands staff reimbursement for work performed on HPS	HPSY	See notes	\$200,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	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.
66.14	HPSY 2.14	State Parks Staff Reimbursement	See notes	See notes	CA State Parks (Phase 2)	State Parks staff reimbursement for work performed on HPS	HPSY	See notes	\$162,500	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	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.
66.15	HPSY 2.15	State Parks Exchange Agreement	See notes	See notes	California State Parks	Consideration for State Parks land	HPSY	See notes	\$7,000,000	\$0	\$0	\$0	\$0	\$0	\$7,000,000	\$7,000,000	Total outstanding debt as of 6/30/2012 is equal to \$7,000,000, and is captured within the amount listed under the Phase 2 DDA Item 66. Anticipated land acquisition costs per Park Exchange Agreement. Land acquisition not anticipated to occur before December 2012; will likely occur in a future ROPS period.
66.16	HPSY 2.16	TIFIA Loan Agreement	TBD	TBD	US Department of Transportation	TIFIA loan application fee	HPSY	See notes	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Application fee for TIFIA loan application, pursuant to the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing. The total application fee is equal to \$50,000 and is captured within the amount listed under the Phase 2 DDA Item 66. Once fee is paid, this Item will be removed from future ROPS.
66.17	HPSY 2.17	Priority assessment services	6/3/2010	See notes	CCSF/Assessor's Office	Staff to provide priority assessment services for the Hunters Point Shipyard and BVHP project areas.	HPSY	See notes	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
66.18	HPSY 2.18	Financial Services	12/7/2012	12/9/15	C.H. Elliott (Phase 1 & 2)	Real Estate economic advisory services	HPSY	See notes	\$92,198	\$0	\$0	\$0	\$0	\$0	\$36,648	\$36,648	Total outstanding debt as of 6/30/2012 is equal to \$166,666, and is captured within the amount listed under the Phase 2 DDA Item 66. The costs of consultant services and fees associated with pursuing alternative forms of financing are authorized under the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing.
67	HPSY 3	Phase 2 DDA & Tax Increment Allocation Pledge Agreement	6/3/2010	See notes	SFRA and CP DEVELOPMENT CO., LP	Phase 2 DDA & Tax Increment Allocation Pledge Agreement	HPSY	\$3,950,193,196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
68	HPSY 4	EDA Grant Agreement	9/21/2006	See notes	Various payees listed below	Grant from the U.S. Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS	HPSY	\$9,288,890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>FEDERAL GRANT FUNDS:</b> This item and the payments listed in Items 68.01 - 68.21 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".
68.01	HPSY 4.01	Public Art Consulting Contract	5/18/2010	9/30/13	Helene Fried Assoc. (EDA/CHRP)	Art consultant services for the public art program at HPS	HPSY	See notes	\$99,100	\$0	\$0	\$0	\$0	9,910	89,190	\$99,100	Total outstanding debt as of 6/30/2012 is equal to \$99,100, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. 10% local match to be funded by RPTTF.
68.02	HPSY 4.02	Contract for the creation of 1 piece of public art	5/18/2010	7/31/14	Eric Powell (EDA/CHRP)	Public Art	HPSY	See notes	\$75,823	\$0	\$0	\$0	\$0	7,582	68,241	\$75,823	Total outstanding debt as of 6/30/2012 is equal to \$75,823, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
68.03	HPSY 4.03	Contract for the creation of 1 piece of public art	5/18/2010	7/31/14	Jason Webster (EDA/CHRP)	Public Art	HPSY	See notes	\$9,239	\$0	\$0	\$0	\$0	924	8,315	\$9,239	Total outstanding debt as of 6/30/2012 is equal to \$9,239, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.04	HPSY 4.04	Contract for the creation of 1 piece of public art	5/18/2010	7/31/14	Jerry Barrish (EDA/CHRP)	Public Art	HPSY	See notes	\$50,198	\$0	\$0	\$0	\$0	5,020	45,178	\$50,198	Total outstanding debt as of 6/30/2012 is equal to \$50,198, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.05	HPSY 4.05	Contract for the creation of 1 piece of public art	5/18/2010	7/31/14	Jessica Bodner (EDA/CHRP)	Public Art	HPSY	See notes	\$35,361	\$0	\$0	\$0	\$0	3,215	32,146	\$35,361	Total outstanding debt as of 6/30/2012 is equal to \$35,361, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.06	HPSY 4.06	Contract for the creation of 1 piece of public art	5/18/2010	7/31/14	Marion Coleman (EDA/CHRP)	Public Art	HPSY	See notes	\$24,001	\$0	\$0	\$0	\$0	3,385	20,616	\$24,001	Total outstanding debt as of 6/30/2012 is equal to \$24,001, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.07	HPSY 4.07	Contract for the creation of 1 piece of public art	5/18/2010	7/31/14	Matthew Geller (EDA/CHRP)	Public Art	HPSY	See notes	\$91,466	\$0	\$0	\$0	\$0	9,147	82,319	\$91,466	Total outstanding debt as of 6/30/2012 is equal to \$91,466, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.08	HPSY 4.08	Contract for the creation of 1 piece of public art	5/18/2010	7/31/14	Mildred Howard (EDA/CHRP)	Public Art	HPSY	See notes	\$191,206	\$0	\$0	\$0	\$0	19,121	172,085	\$191,206	Total outstanding debt as of 6/30/2012 is equal to \$191,206, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.09	HPSY 4.09	Contract for the creation of 1 piece of public art	5/18/2010	7/31/14	Rebar (EDA/CHRP)	Public Art	HPSY	See notes	\$13,307	\$0	\$0	\$0	\$0	1,331	11,976	\$13,307	Total outstanding debt as of 6/30/2012 is equal to \$13,307, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.10	HPSY 4.10	Contract for the creation of 1 piece of public art	5/18/2010	7/31/14	Think Round, Inc. (EDA/CHRP)	Public Art	HPSY	See notes	\$2,100	\$0	\$0	\$0	\$0	210	1,890	\$2,100	Total outstanding debt as of 6/30/2012 is equal to \$2,100, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014. 10% local match to be funded by RPTTF.
68.11	HPSY 4.11	Construction Contract	TBD	TBD	TBD	Public Art Installation	HPSY	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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 future contract is an enforceable obligation and will provide for the installation of public art. A contractor will be selected during a future ROPS period. 10% local match to be funded by RPTTF.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
68.12	HPSY 4.12	#813 Building Stabilization/ Improvements	TBD	TBD	TBD (EDA #813)	Stabilization/ Improvements	HPSY	See notes	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Total outstanding debt as of 6/30/2012 is equal to \$600,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract is for the development of an innovation technology center. 10% local match to be funded by RPTTF.
68.13	HPSY 4.12A	#813 Building Stabilization/ Improvements	See notes	See notes	Asbestos management Group, Inc.	Stabilization/ Improvements	HPSY	See notes	\$1,100,000	\$0	\$0	\$0	\$0	110,000	990,000	\$1,100,000	Total outstanding debt as of 6/30/2012 is equal to \$1,100,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract is for the development of an innovation technology center. 10% local match to be funded by RPTTF.
68.14	HPSY 4.12B	#813 Building Stabilization/ Improvements	See notes	See notes	Ninyo & Moore	Stabilization/ Improvements	HPSY	See notes	\$65,000	\$0	\$0	\$0	\$0	6,500	58,500	\$65,000	Total outstanding debt as of 6/30/2012 is equal to \$65,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract is for the development of an innovation technology center. 10% local match to be funded by RPTTF.
68.15	HPSY 4.13	Consulting Contract	5/10/2010	9/7/13	ECB (EDA #813)	Development services for a clean tech incubator at Building #813	HPSY	See notes	\$360,000	\$0	\$0	\$0	\$0	\$18,000	\$162,000	\$180,000	Total outstanding debt as of 6/30/2012 is equal to \$180,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. 10% local match to be funded by RPTTF.
68.16	HPSY 4.14	Construction Contract	See notes	11/1/12	Alten Const. (EDA)	Contract for construction of a community center on HPS	HPSY	See notes	\$210,000	\$0	\$0	\$0	\$0	\$15,000	\$135,000	\$150,000	Total outstanding debt as of 6/30/2012 is equal to \$450,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. Contract extension anticipated by 6/30/12. 10% local match to be funded by RPTTF.
68.17	HPSY 4.15	Building 813,CHRP, IAM and Other	See notes	See notes	Daily Journal Corporation, Chronicle/ Examiner	Advertisement for RFPS and Construction Bids	HPSY	See notes	\$15,000	\$0	\$0	\$0	\$0	\$1,200	\$10,800	\$12,000	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF.
68.18	HPSY 4.16	Building 813,CHRP, IAM and Other	See notes	See notes	ARC Repro	Materials reproductions for advertisement for RFP's and construction bids	HPSY	See notes	\$9,000	\$0	\$0	\$0	\$0	\$600	\$5,400	\$6,000	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF.
68.19	HPSY 4.17	Construction Administration	See notes	See notes	CCSF/ DPW / Smith Emery	Permit Fee for Artwork *Special Inspection Fee	HPSY	See notes	\$71,500	\$0	\$0	\$0	\$0	\$150	\$1,350	\$1,500	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. Consultant has been selected but contract has not begun. 10% local match to be funded by RPTTF.
68.20	HPSY 4.18	Modular Building (administration)	See notes	See notes	AT&T/ CalNet, Hetch Hetchy Water and Electricity, various vendors	Utilities for Modular Building	HPSY	See notes	\$10,800	\$0	\$0	\$0	\$0	\$600	\$5,400	\$6,000	All Site Office/administrative services, and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services. Pursuant to HPSY Conveyance Agreement with U.S. Navy. 10% local match to be funded by RPTTF.
68.21	HPSY 4.19	Legal Services Contract	6/3/2010	See notes	CCSF/City Attorney	Legal services contract related to EDA grants and contracts	HPSY	See notes	\$300,000	\$0	\$0	\$0	\$0	\$15,000	\$135,000	\$150,000	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.
69	HPSY 5	CAL ReUSE	10/18/2010	See notes	TBD	State grant funds for lead/asbestos (brownfield) abatement	HPSY	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>STATE GRANT FUNDS:</b> This item relates to the enforceable obligations under a CALReUSE grant from the State for lead/asbestos (brownfield) abatement.
	HPSY-5.01	Lead/asbestos abatement at HPS		10/14/16	TBD (CALReUSE, EDA Grant)	Obligation under CALReUSE Grant for lead/asbestos abatement at HPS.	HPSY	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PROPOSED FOR DELETION:</b> Vendor/consultant not yet selected.
	HPSY-5.02	Lead/asbestos abatement at HPS		10/14/16	Lennar (CALReUSE Grant)	Obligation under CALReUSE Grant for lead/asbestos abatement at HPS (survey).	HPSY	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PROPOSED FOR DELETION:</b> Vendor/consultant not yet selected.
70	HPSY 6	Conveyance Agreement between the US Government and the Agency	3/31/2004	See notes	Department of the Navy	Orderly clean up and transfer of balance of HPS property	HPSY	\$7,167,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This item and the payments listed in Items 70.01 - 70.05 below relate to the 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.
70.01	HPSY 6.01	Property Management	See notes	See notes	Capital Electric Construction, Checkers Industrial Safety, Western Steel, Twin III Building Maintenance, various vendors	Repairs to guard booth and speed bump replacement	HPSY	See notes	\$12,000	\$0	\$0	\$0	\$0	\$0	\$6,000	\$6,000	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.

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										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total	
	HPSY 6.02	Propane Gas for Bldg. 606	N/A	month-to-month	Amerigas	Propane Gas	HPSY	N/A	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: The contract will be assumed by the tenant, SFPD.	
70.02	HPSY 6.03	Lease for Building 606 to SFPD	5/1/1997	month to month	Department of the Navy	Lease for SFPD facility	HPSY	See notes	\$149,100	\$0	\$0	\$0	\$0	\$0	\$53,100	\$53,100	Pursuant to HPSY Conveyance Agreement with U.S. Navy. Lease payments from SF Police Department. The lease is on a month-to-month basis.	
70.03	HPSY 6.04	Lease Between the US Government and the Agency	10/1/2008	month to month	Department of the Navy	Lease for Buildings 103, 104, 115, 116, 117 & 125	HPSY	See notes	\$209,940	\$0	\$0	\$0	\$0	\$0	\$104,940	\$104,940	Pursuant to HPSY Conveyance Agreement with U.S. Navy; Reimbursed by developer. The lease is on a month-to-month basis.	
70.04	HPSY 6.05	Consulting Contract	12/20/2009	12/19/12	Treadwell& Rollo (Phase 1 and 2)	Environmental and engineering services	HPSY	See notes	\$930,000	\$0	\$0	\$0	\$0	\$0	\$450,000	\$450,000	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.	
70.05	HPSY 6.06	Security Cooperative Agreement	10/4/2004	12/31/13	McCoy's Security Services	Security Services	HPSY	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Pursuant to HPSY Conveyance Agreement with U.S. Navy. This funds the McCoy's security contract in Item 65.06	
71	HPSY 7	Consulting Contract	See notes	See notes	TBD	Consultant services for International African Market (Phase 1)	HPSY	\$50,000	\$80,000	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000	Total outstanding debt as of 6/30/2012 is equal to \$80,000. The creation of an Interim African Marketplace is required by the Phase 1 DDA Attachment 24B Section 4. Interim African Marketplace, and the Phase 1 DDA Community Benefits Agreement Section 5. Interim African Marketplace. A consultant has not yet been selected.	
72	JRI 8	Personal Services Contract with Mission Hiring Hall		12/31/12	Mission Hiring Hall	SFRA Job Readiness Initiative - Northeast	Mission Bay		\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Construction placement services for the ongoing projects in Mission Bay per the Mission Bay OPAs requirements to meet MBE/WBE employment obligations.	
73	MB 1	Mission Bay North Owner Participation Agreement	10/26/98	11/16/43	FOCIL-MB, LLC	Owner Participation Agreement with FOCIL for construction of MBN Infrastructure and Repayment of CFD Bonds	Mission Bay North	\$21,234,892	\$6,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$3,000,000	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. Assumes draws from tax increment and existing bond proceeds during next six months. New bond issuances anticipated in future periods, may be accelerated to this period. Total Outstanding Debt or Obligation reflects the total estimated under the OPA with FOCIL-MB, LLC, which is paid both from Bond Proceeds and Tax Increment, and from CFD Bond Proceeds. Total outstanding obligation may increase. Successor Agency has estimated how much will be reimbursed through Reserve Balance, but if reserve balance is inadequate to pay infrastructure costs, Successor Agency will utilize Bond proceeds.	
73.01	MB 1.01	Mission Bay North CFD #4	10/26/98	11/16/43	Mission Bay North of Channel Trustee	Repayment of CFD #4 Bond pursuant to the Owner Participation Agreement with FOCIL for construction of MBN Infrastructure	Mission Bay North	\$23,600,000	\$23,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
74	MB 2	Tax Increment Allocation Pledge Agreement	11/16/1998	11/16/43	SFRA, FOCIL-MB, LLC (3rd party beneficiary)	Tax Increment Allocation Pledge Agreement	Mission Bay North	\$298,432,576	\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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. 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. Debt Service payments are an obligation of the MBN Tax Increment Allocation Pledge Agreement, but the actual payments are shown in Items 219 - 222.	
75	MB 3	Mission Bay South Owner Participation Agreement	11/2/98	11/16/43	FOCIL-MB, LLC	Owner Participation Agreement with FOCIL for construction of MBS Infrastructure	Mission Bay South	\$324,607,075	\$55,450,000	\$0	\$30,000,000	\$0	\$0	\$0	\$0	\$0	\$30,000,000	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. Assumes a new bond issuance. Total Outstanding Debt or Obligation reflects the total estimated under the OPA with FOCIL-MB, LLC, which is paid both from Bond Proceeds and Tax Increment, and from CFD Bond Proceeds. Total outstanding obligation may increase.
76	MB 4	Tax Increment Allocation Pledge Agreement	11/16/1998	11/16/43	SFRA, FOCIL-MB, LLC (3rd party beneficiary)	Tax Increment Allocation Pledge Agreement	Mission Bay South	\$934,968,507	\$5,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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. 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. Debt Service payments are an obligation of the MBS Tax Increment Allocation Pledge Agreement, but the actual payments are shown in Items 223 - 226.
77	MB 5	Mission Bay Agency Costs Reimbursements	10/26/98 and 11/2/98	11/16/43	SFRA and other parties included in Agency Costs	Reimbursement of Agency Costs to implement the OPAs	Mission Bay North and South	See Notes	\$1,200	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$1,200	OPAs allow Successor Agency to access TI or direct developer fees to reimburse Agency Costs - based on T&M for costs allowed by the OPAs. Successor Agency has budgeted \$1,200 in Reserve Account funds for Agency Costs for FY 2012-2013. As it is uncertain if the \$1200 will be used during this current Jan-June 2013 ROPS or the previous July-Dec 2012 ROPS, it is shown in both. The total amount will not exceed \$1,200.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Jan - Jun 2013 Six-Month Total	Notes
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		
78	MB 6	Harris-DPW Contract	8/15/06	2/11/14 - see notes	Harris & Associates	Contract with DPW to reimburse Harris for review of FOCIL reimbursements	Mission Bay North and South	See Notes	\$960,000	\$0	\$480,000	\$0	\$0	\$0	\$0	\$480,000	Service is obligated and funded through CFD and TI funds through increment collected through 2043 to ensure the appropriate expenditures for infrastructure per the OPAs and CFDs. It is a long-term obligation, that does not have an existing contract for the entire time. As a result, the ultimate total amount that will be obligated to this item cannot be estimated. Successor Agency has estimated how much will be reimbursed through Bond Proceeds, but if additional tax increment is received, as allowed by the Mission Bay Tax Allocation Pledge Agreements, RPTTF will be used to reimburse.
79	MB 7	Mission Bay Art Program	10/26/98 and 11/2/98	see notes	TBD	Use of Art Fees as required by the Redevelopment Plans	Mission Bay North and South	See Notes	\$1,228,500	\$0	\$0	\$0	\$0	\$0	\$1,228,500	\$1,228,500	The Mission Bay Redevelopment Plans require projects with over 25K in commercial space to pay 1% of hard costs for public art, so the Successor Agency will receive an unknown amount of additional funds to expend consistent with the Redevelopment Plans. The Successor Agency has approximately \$985,485 set aside in savings (approx \$377,105.82 in SFRA accounts as of 10/11) and escrow accounts for public art and fees that can only be used for Art Project due to nexus requirements. An additional \$165,000 in new fees are anticipated as development occurs.
80	RP 10	Owner Participation Agreement - 72 Townsend Street	7/18/06	See Notes	See Notes	Development agreement with developer for 74 condominiums above a rehabilitated historic warehouse. Requires ongoing project management.	RP-SB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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 agreement, the developer must start construction by March 2, 2014. Once construction has begun, the developer has about two years to complete construction. If the developer does not begin construction by March 2, 2014, the agreement will automatically terminate.
	SOMA 4	Contract for Sixth Street community guides-program		6/30/12	Central Market Community Benefit District (CMCBD)	Funding of two community guides on 6th Street	SOMA		\$37,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: Contract expired 6/30/12.
	SOMA 5	Letter Agreement w/OEWD - SOM		6/30/12	GCSF/OEWD	Economic Development Services - Urban Solutions & Asian-Neighborhood Design	SOMA		\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: Contract expired 6/30/12.
	SOMA 8	Alleyway Improvements Phase 2		N/A	GCSF/Department of Public Works	Federal MTC-TLC grant required matching funds	SOMA		\$848,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: Funds transferred August 2012.
	SOMA 12	SOMPAC Administration		12/31/12	San Francisco Community Clinic Consortium	Administration of South of Market Project Area Committee	SOMA		\$28,818	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: Contract expired 12/31/12.
81	SOMA 13	Six on Sixth Loan Program	See notes	see notes	City Attorney's Office	Ongoing legal assistance for matters related to forgivable loans given to businesses prior to dissolution, but not yet forgiven	SOMA	See Notes	\$24,000	\$0	\$12,000	\$0	\$0	\$0	\$0	\$12,000	Many of the tenant and façade improvement loans were forgivable loans over a set number of years. Issues often arise regarding subordination, transfer, etc. that will require legal advice on an as-needed basis.
82	SOMA 14	Six on Sixth Loan Program	Various	Various	See notes	Forgivable tenant improvement loans made to businesses prior to dissolution, but not yet forgiven	SOMA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	These loans agreements are enforceable obligations and are part of the Successor Agency's project work. They will require staff time of the Successor Agency to implement and close-out.
83	SOMA 15	Relocation Assistance	12/15/10	12/31/11	Overland, Pacific & Cutler	Relocation assistance for 6th and Mission	SOMA	\$500	\$500	\$0	\$0	\$500	\$0	\$0	\$0	\$500	Outstanding balance for services rendered in August 2011.
	TRAN 4	Presentation maps for SOM A and Transbay		n/a	lowerease productions	Design and printing of RFPs for State-owned parcels	Transbay/SOMA		\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: Contract expired.
84	TRAN 2	Contract for design services for Folsom Street, Essex Street, and underramp areas	6/30/11	6/30/14	CMG Landscape Architecture	Payment for conceptual designs through contract administration for select open space and streetscape improvements in the Transbay Project Area	Transbay	\$2,061,608	\$1,200,000	\$0	\$600,000	\$0	\$0	\$0	\$0	\$600,000	This is a 3-year contract for design services related to the Implementation Agreement that will extend beyond that period because of the Transit Center development timeline.
85	TRAN 3	Tax Increment Sales Proceeds Pledge Agreement (Tax Increment)	1/31/08	8/4/51	Transbay Joint Powers Authority (TJPA)	The 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 tax increment from the State-owned parcels.	Transbay	\$1,065,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Tax increment from the Sale of the State-Owned Parcels will likely be generated in 2013, after the sale of Blocks 6/7 is completed. Total outstanding obligation is in constant dollars and may increase as parcels are developed.
85.01	TRAN 3.01	Developer selection process	See notes	See notes	Various	Advertisement, consultants, printers, designers, etc for developer selection process	TRAN	See notes	\$200,000	\$0	\$180,000	\$0	\$0	0.00	\$0	\$180,000	Outside services required to make sure the highest price is received for the sale of the state-owned parcels. Contracts or purchase orders to be executed on an as-needed basis. Enforceable pursuant to the federally backed Tax Increment and Sales Proceeds Pledge Agreement and the Implementation Agreement. Previously TRAN 5.
85.02	TRAN 3.02	State-Owned Parcel Sale Legal Review	See notes	See notes	City Attorney's Office	Review and approval of the DDAs for the state-owned parcels on an as-needed basis	TRAN	See notes	\$60,000	\$0	\$30,000	\$0	\$0	\$0	\$0	\$30,000	Work order for detailed review of the DDAs for the sale of state-owned parcels on an as-needed basis. Enforceable pursuant to the federally backed Tax Increment and Sales Proceeds Pledge Agreement. Previously TRAN 6.
86	TRAN 4	Implementation Agreement	1/2/05	8/4/36	Various	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	Transbay	\$80,000,000	\$3,938,525	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Estimated public improvement costs necessary to implement the redevelopment plan, specifically the Transbay Streetscape and Open Space Concept Plan. Contracts to be entered into in future. Timing and amount of payments depends on contract execution dates. The listed Total Outstanding Debt or Obligation of \$80,000,000 is a present value figure that can also be expressed as \$297,000,000 in future dollars.
86.01	TRAN 4.01	Folsom Street Off-Ramp	See notes	See notes	San Francisco County Transportation Authority (SFCTA)	Design, Bid Management, Construction Management and Construction of Folsom/Fremont Off-Ramp	TRAN	See notes	\$3,300,000	\$0	\$3,300,000	\$0	\$0	\$0	\$0	\$3,300,000	Future reconfiguration of the Folsom-Fremont Off-ramp to make Block 8 a developable parcel. Enforceable under the Implementation Agreement (Item 86). The total amount of design and construction will be approximately \$3,300,000 payable at execution of contract either before or after December 31, 2012 depending on the time of contract execution.

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										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
86.02	TRAN 4.02	Streetscape and Open Space Improvements	See notes	See notes	Department of Public Works	Coordination of design review through City Departments	TRAN	See notes	\$160,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000	Future Letter Agreement with DPW to coordinate various stages of design review for the Streetscape and Open Space designs being prepared under contract by CMG Landscape Architecture.
86.03	TRAN 4.03	Streetscape and Open Space Improvements	See notes	See notes	San Francisco Arts Commission	Civic Design review of streetscape and open space improvements	TRAN	See notes	\$90,000	\$0	\$20,000	\$0	\$0	\$40,000	\$0	\$60,000	Future 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 pursuant to the enforceable Implementation Agreement (Item 86). Timing of payment dependent on contract execution date.
86.04	TRAN 4.04	Implementation Plan Legal Review	See notes	See notes	City Attorney's Office	Review of all documents and contracts related to the infrastructure development of the Transbay Plan	TRAN	See notes	\$102,000	\$0	\$81,000	\$0	\$0	\$0	\$0	\$81,000	Work order for the City Attorney's office to provide legal advice for various activities pursuant to the Implementation Agreement on an as-needed basis (Item 86).
86.05	TRAN 4.05	Design, Architectural and Engineering Services for Streetscape and Open Space	See notes	See notes	Various	Future design, architecture and engineering services for streetscape and open space	TRAN	See notes	\$150,000	\$0	\$50,000	\$0	\$0	\$50,000	\$0	\$100,000	Timing of payments dependent on contract execution dates.
	TRAN 4.06	ULI Membership		n/a	Urban Land Institute	Membership in professional real estate organization for select team members	TRAN		\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PROPOSED FOR DELETION</b> - Membership paid for out of admin line item.
86.06	TRAN 4.07	CAC Meeting Food	See notes	See notes	Various	Food and beverages for evening CAC meetings and other public meetings	TRAN	See notes	\$2,400	\$0	\$0	\$1,200	\$0	\$0	\$0	\$1,200	Food and beverage for monthly CAC meetings and public meetings for infrastructure improvements on an as-needed basis.
86.07	TRAN 4.08	Outreach	See notes	See notes	Various	Generating mailing list, mailings, and public outreach for CAC membership and infrastructure improvements on an as-needed basis	TRAN	See notes	\$3,600	\$0	\$0	\$1,800	\$0	\$0	\$0	\$1,800	Recruiting efforts to diversify Transbay CAC and public outreach on development projects in Transbay on an as-needed basis.
86.08	TRAN 4.09	CBD Formation	See notes	See notes	MJM Management Group	Assistance in creation of a Community Benefits District in Transbay	TRAN	See notes	\$30,000	\$0	\$30,000	\$0	\$0	\$0	\$0	\$30,000	Pursuant to the Implementation Agreement, a contract is anticipated with MJM Management to assist with formation of the Rincon Hill Transbay CBD.
86.09	TRAN 4.10	Transbay Projections and Planning	See notes	See notes	Various	Consultant and advisory services for implementation of Transbay Plan	TRAN	See notes	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000	Pursuant to Implementation Agreement, as-needed consultant and advisory services for implementation of Transbay Plan.
87	TRAN 7	Job Placement Services	See notes	See notes	SOME C	Payment for construction and permanent job placement	TRAN	See notes	\$26,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$20,000	Construction placement services for ongoing projects in Transbay pursuant to the Tax Increment and Sales Proceed Pledge Agreement and Implementation Agreement (Item 85).
	TRAN 8	Tax Increment Projections		12/15/11	Seifel Consulting, Inc.	Invoice for ongoing work on tax increment projections for State and Non-State parcels	TRAN		\$196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PROPOSED FOR DELETION</b> - Contract expired.
88	WA 1	Fillmore Heritage Center	5/1/2011	4/30/14	Pacific Park Management, Inc. & SF Tax Collector	Garage Management Agreement for the Agency-owned Fillmore Heritage Garage	Western Addition A-2	See notes	\$628,000	\$0	\$0	\$0	\$0	\$0	\$314,000	\$314,000	The contract pays operator \$1000/month to manage the garage. Garage revenues pay for this management fee and all garage expenses. Amount represents \$23,600/month in reimbursements, \$14,400 in CAM charges, and \$6,000/month in taxes. Amounts paid with garage revenues; operator must be reimbursed for any deficits every six months. These amounts assume that the Successor Agency continues to own the garage, and that the current contract is extended.
88.01	WA 1.01	Fillmore Heritage Center	See notes	See notes	Pacific Park Management, Inc. & SF Tax Collector	Operating deficit associated with the Garage Management Agreement for the Agency-owned Fillmore Heritage Garage	Western Addition A-2	See notes	\$25,000	\$0	\$10,000	\$0	\$0	\$0	\$0	\$10,000	Operator must be reimbursed for any deficits every six months. This amount is an estimated based on past garage performance.
88.02	WA 1.02	Fillmore Heritage Center	See notes	See notes	Pacific Park Management, Inc. & SF Tax Collector	Replenishment of operating and capital reserves for the Agency-owned Fillmore Heritage Garage	Western Addition A-2	See notes	\$162,000	\$0	\$81,000	\$0	\$0	\$0	\$0	\$81,000	Operator is required under the Management Agreement to set aside \$4,000/month in garage revenues to fund an operating and capital reserve. This reserve is currently under-funded by about \$160,000.
89	WA 4	Property Management & Dispositions	See notes	See notes	Various	Costs associated with property management and disposition of three Agency-owned properties	Western Addition A-2	See notes	\$6,000			\$3,000				\$3,000	Estimated amounts required to cover any maintenance costs, closing costs, including appraisals, on three Agency-owned properties.
90	WA 5	Legal Review	See notes	See notes	City Attorney's Office	Legal advice and review of transactional documents	Western Addition A-2	See notes	\$50,000	\$0	\$0	\$25,000	\$0	\$0	\$0	\$25,000	Work order for the City Attorney's office to provide legal advice and review of transaction documents for Agency-owned assets.
91	WA 6	Disposition and Development Agreement - Fillmore Heritage Center	5/18/04	See Notes	See Notes	Development agreement with developer for a mixed-use project that includes 80 condominiums, a jazz club, two restaurants, and a public parking garage. Requires ongoing asset management.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage and close-out. The agreement does not terminate until the Successor Agency has been paid in full for the land and has issued a certificate of completion. Work includes asset management, landlord responsibilities, and property management.
91.01	WA 6.01	Ground Lease - Commercial Parcel - Fillmore Heritage Center	8/23/05	8/22/40	See Notes	Ground lease agreement with developer as a mechanism for financing the land purchase. Developer owes the Successor Agency about \$3.0 million as a deferred land payment. Requires ongoing project management.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes tenant management, real estate transactional work, and mediation.
91.02	WA 6.02	Reciprocal Easement Agreement - Fillmore Heritage Center	8/26/05	9/9/55	See Notes	Agreement that governs the roles and responsibilities, including the payment of common area maintenance charges, between the condominium owners, and the Successor Agency, as owner of the commercial parcel and public parking garage. Requires ongoing project management.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes budget negotiations, analysis of common area maintenance charges, property management, and mediation. This agreement includes automatic 10-year extensions unless rescinded by owners in writing.

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										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
91.03	WA 6.03	Fillmore Heritage Center	See notes	See notes	Fillmore Heritage Center Homeowners' Association	Common area maintenance charges associated with the Agency-owned commercial parcel in the Fillmore Heritage Center	Western Addition A-2	See notes	\$140,000	\$0	\$0	\$70,000	\$0	\$0	\$0	\$70,000	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 parcel. If FDC defaults on these payments, the Agency, as owner of the commercial parcel is responsible for paying any outstanding CAM charges. In February 2012, the City received a "Delinquency Notice and Notice of Intent to Lien" from the homeowners association for an outstanding CAM charges on the commercial parcel in the amount of \$66,740. In April 2012, FDC paid \$13,000 towards the outstanding balance; however, staff believes the delinquent amount may increase over the next several months. Previously WA 2.
92	WA 7	Tenant Improvement Loan - Yoshi's	11/28/07	11/17/27	See Notes	Loan to finance tenant improvements for a jazz club. Requires ongoing loan management.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This \$7.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
93	WA 8	Tenant Improvement Loan - Food For Soul	10/2/07	10/1/27	See Notes	Loan to finance tenant improvements for a restaurant. Requires ongoing loan management.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This \$2.6 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
94	WA 9	Working Capital Loan - Food For Soul	11/18/08	11/17/18	See Notes	Loan to finance working capital needs for a restaurant. Requires ongoing loan management.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This \$624,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
95	WA 10	Tenant Improvement Loan - Sheba Lounge	1/13/09	1/13/19	See notes	Loan to finance tenant improvements for a restaurant/jazz lounge. Requires ongoing loan management.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This \$290,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
96	WA 11	Tenant Improvement Loan - Sheba Lounge	1/1/09	12/31/19	See notes	Loan to finance prevailing wage costs associated with tenant improvements for a restaurant/jazz lounge. Requires ongoing loan management.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
97	WA 12	Tenant Improvement Loan - Rasselas	12/18/97	9/30/23	See notes	Loan to finance tenant improvements for a jazz club. Requires ongoing loan management.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This \$1.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
98	WA 13	Owner Participation Agreement - 1450 Franklin	12/2/08	See notes	See notes	OPA with Pacific Heights Franklin Partners LP for a 69-unit mixed-use project at 1450 Franklin Street	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	The OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement, monitor, and close-out. Project is currently on hold pending resolution of a legal challenge.
99	WA 14	Owner Participation Agreement - 1301 Divisadero	5/20/08	See notes	See notes	OPA with A & M Properties, L.P. for a 33-unit condominium project at 1301 Divisadero	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Project is currently under construction. The OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement, monitor and close-out.
100	WA 15	Disposition and Development Agreement - 1210 Scott Street	4/15/08	4/15/18	See Notes	DDA with the Jewish Community High School of the Bay (JCHS) for the acquisition and development of the Agency's 1210 Scott Street parcel for construction a gymnasium and a classroom building. Requires ongoing project management.	WA-A2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This enforceable obligation allows for development of the classroom and gymnasium in phases and gives the JCHS until April 2018 to complete construction of both facilities (JCHS plans to start construction on the gym in 2013.). Staff time will involve design review, EOP compliance, and overall DDA management for each stage of construction. Additionally, the DDA has long-term community benefits regarding the use of the gym that survives the termination of the OPA. It will require staff time of the Successor Agency to implement.
101	WA 16	Easements with Covenants and Restrictions Affecting Land (ECR) - For land between Fillmore & Webster Streets	6/30/82	11/7/36	See Notes	The ECR is an agreement between four adjoining property owners, including the Successor Agency, to develop their parcels together as a unified "commercial center" subject to certain easements & restrictions, and for the ongoing management of the common areas. Requires ongoing property management of the Successor Agency's parcel (Ellis Street Driveway Parcel).	WA-A2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
102	YB 2	Museum of the African Diaspora	1/20/04	6/30/16	Museum of the African Diaspora	Agreement for Operation of a Museum Facility	Yerba Buena	\$1,703,000	\$803,000	\$0	\$553,000	\$0	\$0	\$0	\$0	\$553,000	Pursuant to an operating agreement, the Agency provides funding to MoAD for operation, maintenance, and tenant improvements related to the museum. Operations funding for FY 2012/13 is \$500,000, paid quarterly. Additionally, the Successor Agency has set-aside \$303,000 in capital funding for MoAD, which may or may not be paid out in July - Dec 2012. Any capital funds not disbursed in July - Dec 2012 will be carried forward to Jan - June 2013.
103	YB 3	Jessie Square Garage	1/13/03	8/1/18	CCSF	Pursuant to a Cooperation and Tax Reimbursement Agreement for payment of garage net operating income to City	Yerba Buena	\$10,800,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$900,000	\$900,000	Payment of NOI to City paid with garage revenues. This payment is made every 6 months (in Feb & Aug) and is a portion of the total debt service for the Bonds, which mature on 9/1/18. Source of funds is garage revenue.
104	YB 4	Jessie Square Garage	2/15/2005	month to month	City Park; SF Tax Collector	Successor Agency-owned garage operated and managed pursuant to (1) Jessie Square Garage Management Agreement and (2) Subcontract for Jessie Square Garage Operations Management. Both agreements are effective 2/15/2005 and continue month-to-month.	Yerba Buena	See notes	\$1,080,000	\$0	\$0	\$0	\$0	0.00	\$540,000	\$540,000	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).

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
105	YB 5	Yerba Buena Gardens Capital Improvement	See notes	See notes	MJM Management Group	The Separate Account Capital Reserve Fund for Successor Agency-owned Yerba Buena Gardens capital improvements	Yerba Buena	See notes	\$2,999,473	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000	SEPARATE ACCOUNT EXPENSE: YBG Capital expenditures are made pursuant to MJM Management Group's Contract (Line YB 6) and reimbursed from the Separate Account Capital Reserve Fund by the Successor Agency. The obligation to make capital repairs and replacements continues for as long as the Successor Agency owns YBG. Long-term estimated capital costs (\$30 million +/-) have been projected out to FY 2031/32. Any unused funds remaining in the July - Dec ROPS will be carried forward into the Jan - June ROPS. Source of funds: primarily lease revenue.
106	YB 6	Yerba Buena Gardens Property Management	7/1/09	6/30/15	MJM Management Group	Personal Services Contract for full-time, on-site property management of Agency/City-owned Yerba Buena Gardens	Yerba Buena	\$4,673,775	\$2,959,992	\$0	\$0	\$0	\$0	\$0	\$1,479,996	\$1,479,996	SEPARATE ACCOUNT EXPENSE: Pursuant to the contract, MJM is also authorized to perform capital improvement work at the Gardens. Source of funds: Lease revenue.
107	YB 7	Children's Creativity Museum (Zeum)	7/1/1997	6/30/22	Children's Creativity Museum (Zeum)	Operating Agreement: for the operations of a hands-on children's creativity museum	Yerba Buena	\$5,750,000	\$575,000	\$0	\$0	\$0	\$0	\$0	\$172,500	\$172,500	SEPARATE ACCOUNT EXPENSE: The Successor Agency owns the museum building and has a 25-year operating agreement with a non-profit to operate the museum. The payments listed for FY 2012/13 should remain the same. However, any funding going forward is subject to further analysis and availability of funds. The Successor Agency is in the process of reviewing the YBG Separate Account and the projected revenue necessary to fund future capital improvements required to properly maintain the gardens and its buildings. It is very possible that the Successor Agency will need to cut back operating expenses in the future in order to adequately fund future necessary capital improvements in YBG over the next 10 years. Source of funds: Lease revenue.
108	YB 8	Yerba Buena Center for the Arts	6/15/2004	end 1st term: 6/30/2019	Yerba Buena Center for the Arts	Amended and Restated Agreement for Operation of Cultural Facilities for operation of galleries, forum and screening room	Yerba Buena	\$273,060,000	\$3,330,000	\$0	\$0	\$0	\$0	\$0	\$1,665,000	\$1,665,000	SEPARATE ACCOUNT EXPENSE: 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 through 6/30/2094. Unlike the previous ROPS, the payments listed assume all extension periods are exercised.  Funding beyond FY 2012/13 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. Source of funds: Lease revenue.
109	YB 9	Yerba Buena Gardens outdoor programming	7/11/00	7/11/13	Yerba Buena Arts and Events	Yerba Buena Gardens Programming Agreement for outdoor programming in the public open spaces at YBG	Yerba Buena	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000	SEPARATE ACCOUNT EXPENSE: This contract is for programming events in YBG public open space. The initial term (FY 2000/01) was for one year. The contract allows for ongoing two-year extensions and the current two-year term expires on July 11, 2013. The amounts listed in the ROPS are calculated through July 11, 2013, however, at this time, the Successor Agency anticipates future extensions of the contract term. YBA&E's annual \$75,000 subsidy is paid quarterly as follows: Qtr 1 40% (\$30,000); Qtr 2 20% (\$15,000); Qtr 3 20% (\$15,000); and, Qtr 4 20% (\$15,000). Funding beyond FY 2012/13 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. Source of funds: Lease revenue.
110	YB 10	Community Benefit District Assessment	1/1/09	12/31/15	CCSF - Tax Collector	CBD assessment for YBG property owned by Agency/City	Yerba Buena	\$211,401	\$68,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	SEPARATE ACCOUNT EXPENSE: CBD terminates in 2015. The Tax Collector collects the assessment via secured property tax bills issued annually and passes the assessment on to the CBD. Source of funds: Lease revenue.
111	YB 11	Property Insurance for Yerba Buena Gardens	See notes	See notes	CCSF	Reimbursement to CCSF for Agency's share of property insurance for \$140 million worth of YBC assets	Yerba Buena	See notes	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	SEPARATE ACCOUNT EXPENSE: The City and the Successor Agency's YBG properties are covered under the City's insurance policy. The City bills us annually for our share of YBG insurance coverage. The amount due in FY 2013/14 includes the FY 2013/14 payment, in the unlikely event that payment is not processed in the current FY. Source of funds: Lease revenue.
112	YB 12	Legal Review	See notes	See notes	City Attorney's Office	Legal Review of Transactions Related to YBG Separate Account Leases/Operators & YBC Related Transactions	Yerba Buena	See notes	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000	\$80,000	Work order for the City Attorney's office to provide legal advice for various activities pursuant to the YBG & YBC leases, operating agreements, and other legal issues/documents related to Successor Agency-owned assets (previous and current) and other properties in YBC on an as-needed basis. Any unused funds remaining in the July - Dec ROPS will be carried forward into the Jan - June ROPS.

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113	YB 13	706 Misison Street Mixed-Use Project	7/15/08	7/15/13	See notes	An Amended and Restated Exclusive Negotiations Agreement with 706 Mission Street Co LLC for the development of a mixed-use project, including a residential tower and new museum space for The Mexican Museum, on 706 Mission Street (Assessor's Block 3706, Lot 93) and Successor Agency Parcel CB-1-MM located at the north side of Mission Street between Third and Fourth Streets	Yerba Buena	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	In addition to a new residential tower and rehabilitation of a historically important building, the ENA also provides for significant public benefits, including: the developer's construction of the core and shell of a 35,000-40,000-square-foot museum for The Mexican Museum; a \$5,000,000 endowment for The Mexican Museum; a 28% housing in-lieu payment; and the purchase of the Jesse Square Garage. Pursuant to the ENA, Successor Agency staff is required to negotiate transaction documents and work with developer and The Mexican Museum to obtain regulatory approvals for the project. Staff costs are covered by developer reimbursements, and included in Item 36 as "Other".
113.01	YB 13.01	The Mexican Museum	7/15/08	6/30/13	The Mexican Museum	A Memorandum of Understanding with the Mexican Museum and the San Francisco Arts Commission that provides funding for development and implementation of a predevelopment plan for a new museum as part of the 706 Mission Mixed-Use project	Yerba Buena	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	Amendment to MOU anticipated to provide an additional \$100,000 to The Mexican Museum for implementation of its predevelopment plan for the new museum to be constructed as part of the 706 Mission Mixed-Use project, for a total contract amount of \$920,000. Funding source is a developer payment made to the Successor Agency pursuant to the 706 Mission ENA.
113.02	YB 13.02	The Mexican Museum	12/14/10	6/30/13 (See notes)	See notes	An Exclusive Negotiations Agreement with The Mexican Museum for the development of a new museum associated with a new mixed-use project on a site that includes 706 Mission Street and Agency disposition parcel CB-1-MM	Yerba Buena	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	This ENA provides neotiations between the Successor Agency and The Mexican Museum for the Museum's participation in the 706 Mission Mixed-Use Project. The ENA is part of the Successor Agency's project work, and will require staff time of the Successor Agency to implement. Contract end date assumes a six-month extension of the agreement from 12/31/12 to 6/30/13.
113.03	YB 13.03	The Mexican Museum	12/14/10	12/14/20	The Mexican Museum	A Grant Agreement with the Mexican Museum to provide funding for predevelopment, design and construction of tenant improvements for a new museum associated with a new mixed-use project on a site that includes 706 Mission Street and Agency disposition parcel CB-1-MM	Yerba Buena	\$9,816,000	\$1,000,000	\$0	\$750,000	\$0	\$0	\$0	\$250,000	\$1,000,000	Predevelopment and construction funding for a new museum as part of the planned 706 Mission Mixed-Use Project. This is in addition to an \$800,000 grant The Mexican Museum received from the California Cultural and Historical Endowment for predevelopment and planning costs related to the new museum. Approval of a second grant disbursement agreement to cover architectural expenses is anticipated during this ROPS period. FY 12/13 total is \$1,000,000; \$500,000 from the July - Dec ROPS is being carried forward to the Jan - June ROPS as the payment may not be made prior to Dec 31, 2012. Previously YB 1.
114	YB 14	Owner Participation Agreement - 680 Folsom	4/1/08	4/1/2015	See notes	OPAwth 680 Folsom Owner LLC for for a proposed office development at 680-690 Folsom Street and 50 Hawthorne Street (Assessor's Block 3735, Lots 013-017)	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
115	YB 15	Agreement for Disposition of Land for Private Development - The Paramount/680 Mission	5/16/90	See notes	See notes	LDA with Third and Mission Associates LLC for the preservation of the circa-1912, four-story Jessie Hotel and the development of a 492,000-square-foot office building, which includes space for the California Historical Society, at 680 Mission Street	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
116	YB 16	Agreement for Disposition of Land for Private Development - W Hotel	9/19/95	No Termination Date	See Notes	The LDA was for the development of a hotel containing up to 450 guest rooms, meeting rooms, a restaurant and off-street parking. Requires ongoing project management.	YBC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
117	YB 17	Agreement for Disposition of Land for Private Development - the Westin Hotel	3/28/80	No Termination Date	See Notes	The LDA was for the development of a 700-room hotel containing, commercial space, public spaces, restaurants, coffee shop, meeting rooms, cocktail lounges and underground parking. The LDA provides for multiple easements, including public access easements over the Central Block One common areas. Requires ongoing project management.	YBC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	The LDA, and related easement agreements, is an enforceable obligation. It will require ongoing staff time of the Successor Agency to monitor these agreements.
118	YB 18	Disposition and Development Agreement - San Francisco Museum of Modern Art	1/15/91	No Termination Date	See Notes	The DDA provides for the development of a fine arts museum including gallery space, auditorium space, library, retail, administrative, and art storage space. Requires ongoing project management.	YBC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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 and working with the museum to convey the Successor Agency's airspace parcel (located above the museum's parcel) to the museum.
119	YB 19	Amended and Restated Construction, Operation and Reciprocal Easement Agreement and Agreement Creating Liens (REA) - Jessie Square	3/31/98	3/31/97	See Notes	The REA provides for security, maintenance, use and operation of the Central Block One common area, including Successor Agency-owned Jessie Square. Requires ongoing property and asset management.	YBC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	The REA is an enforceable obligation. It will require ongoing staff time of the Successor Agency to monitor and implement.
120	YB 20	Owner Participation Agreement - St. Patrick's Church	3/13/74	No Termination Date	See Notes	The OPA provides for renovations of the church, easement agreements related to construction of Jesse Square Garage, including long-term, ongoing parking arrangements in the Successor Agency-owned garage.	YBC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
121	YB 21	Owner Participation/Disposition and Development Agreements - Emporium & Bloomingdales	10/17/00	11/13/2030 (expiration of YBC Plan)	See Notes	The OP/DDA was for development of the historic Emporium building on Market Street together with the expansion of the adjoining shopping center, which resulted in a large, mixed-use commercial shopping center including a new Bloomingdales store, retail shops, a multiplex cinema, restaurants, and office space. Requires ongoing project management.	YBC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.
<b>HOUSING OBLIGATIONS</b>																	
122	BVHP-2	1075 Le Conte Affordable Housing (formerly known as 6600 Third Street): Tax Increment Loan Agreement	3/21/12	12/31/68	Third & Le Conte Associates, LP	Permanent funding for construction of 73 units of supportive housing for formerly homeless individuals and families	BVHP	\$9,762,410	\$9,991,242	\$2,191,242	\$0	\$0	\$0	\$0	\$0	\$2,191,242	Loan agreement funding development of supportive housing for formerly homeless; payments in FY 12/13 for construction.

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										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		
123	BVHP-3	Candlestick Point and Phase 2 of the Hunters Point Shipyard	6/3/20 - DDA	12/31/17	CP Development Co., LP	Agency funding obligation for 504 Alice Griffith Replacement Units	BVHP	\$62,017,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Pursuant to HPSY Phase 2 DDA, obligation to provide capital funding to rebuild Alice Griffith Public Housing development; 2017 is contract expiration date, per federal Choice Neighborhood Initiative obligation; \$62M is the estimated total Agency contribution; obligation is for actual cost including cost overruns, therefore may be higher. Portion of \$62+M to come from HPSY-II/BVHP-CP Tax Increment Pledge Agrmt and Funding for Replacement Housing Obligation.
123.01	BVHP-3.01	Alice Griffith: Citywide Tax Increment Loan Agreement (Predevelopment)	3/29/10	12/31/22	Double Rock Ventures, LLC	Predevelopment funding for master planning, tenant outreach, and architectural document production, Phases 1a and 1b	BVHP	\$2,111,089	\$3,000,000	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	Loan agreement of \$3M part of Agency's overall obligation (estimated at \$62+M, as described on Item 123 above) for predevelopment activities for Phase 1 of Alice Griffith Public Housing revitalization project.
123.02	BVHP-3.02	Alice Griffith: Construction Funding	DDA- 6/3/10 CNI App - 11/1/10 CNI Imp Agmt - 3/27/12	see notes	Double Rock Ventures, LLC	Future funding required for construction subsidy	BVHP	\$13,950,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: HUD Choice Neighborhood Grant requires Agency contribution of matching funds, to be used for capital funding to rebuild Alice Griffith Public Housing. \$13.95M required per CNI application; part of Agency's overall obligation (estimated at \$62+M) as described on Item 123 above. Contract for construction funding to be executed to fulfill enforceable obligation per CNI application.
123.03	BVHP-3.03	Alice Griffith: Federal Choice Neighborhood Implementation Grant	DDA- 6/3/10 CNI App - 11/1/10 CNI Imp Agmt - 3/27/12	12/31/17	Double Rock Ventures, LLC (CCSF to act as Fiscal Agent for Federal CNI Grant)	HUD Grant to revitalize Alice Griffith public housing	BVHP	\$30,500,000	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000	FEDERAL GRANT FUNDS: HUD Choice Neighborhood Initiative Grant; Agency/City to act as fiscal agent for grant proceeds. Balance of funds to be used after June 2013. Funds have not yet been drawn down from HUD.
123.04	BVHP-3.04	5800 3rd Street, Carroll Avenue Senior Tax Increment Loan Agreement	1/18/11	1/18/16	Bayview Supportive Housing, LLC	Partial Predev Loan associated with the development of 121 affordable housing senior units with a senior center	BVHP	\$3,337,292	\$3,884,000	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$3,000,000	Predevelopment loan for senior housing project. Original loan amount was \$684,000. Developer has requested an additional \$3.2 million predevelopment loan funds to complete the predevelopment phase, for a total loan amount of \$3,884,000. Project constitutes the first phase of the Alice Griffith revitalization, and as such, serves as a required deliverable of the Federal CNI grant. Under Article 3, Section D4 of the CNI grant agreement, the grantee must start housing rehabilitation or construction of the first-phase deliverable within 18 months of the grant agreement date.
123.05	BVHP-3.05	5800 3rd Street, Carroll Avenue Senior Construction Funding	1/18/11	See notes	Bayview Supportive Housing, LLC	Future funding required for construction subsidy	BVHP	see notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Estimate \$20 million in funding needed for construction of senior housing project. Project constitutes the first phase of the Alice Griffith revitalization, and as such, serves as a required deliverable of the Federal CNI grant. Under Article 3, Section D4 of the CNI grant agreement, the grantee must start housing rehabilitation or construction of the first-phase deliverable within 18 months of the grant agreement date. Contract for construction funding to be executed to fulfill enforceable obligation of CNI agreement.
	BVHP-4	Armstrong Townhomes	4/4/07	see notes	Chicago Title	BEGIN Down Payment Assistance Loans	BVHP				\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: BEGIN grant fully expended.
	BVHP-5	Armstrong Townhomes	6/12/10	see notes	Chicago Title	HUD EDI Grant funded Down Payment Assistance; Armstrong-Townhomes DDA	BVHP				\$0	\$0	\$0	\$0	\$0	\$0	PROPOSED FOR DELETION: HUD EDI grant fully expended.
124	BVHP-6	Bay Oaks	1/4/07	See notes	First American Title	BEGIN Down Payment Assistance Loans	BVHP	\$330,000	\$180,000	\$90,000	\$0	\$0	\$0	\$0	\$0	\$90,000	STATE GRANT FUNDS: State grant for down payment assistance; funds will be used until last unit is sold. Extension of grant agreement in process.
125	BVHP-7	Bay Oaks	See notes	See notes	First American Title	Down Payment Assistance; Bay Oaks DDA	BVHP	\$215,500	\$180,000	\$90,000	\$0	\$0	\$0	\$0	\$0	\$90,000	Down payment assistance required in order to fulfill seller's obligation under Bay Oaks DDA; funds will be used until last unit is sold. Source of funds is taxable bond proceeds pursuant to bond covenants requiring use of proceeds for redevelopment purpose and allowable under Health and Safety Code 34176(g).
126	BVHP-8	Bay Oaks Amended and Restated Tax Increment Loan Agreement	6/29/08	See notes	Green Blended Community, LLC	Tax Increment Loan for the continued marketing of homeownership units in the Bayview	BVHP	\$196,355	\$246,908	\$71,908	\$0	\$0	\$0	\$0	\$0	\$71,908	Loan agreement for development of affordable homeownership housing; expenditures in ROPS period reflect post-construction marketing activities; Loan term ends at repayment of loan once all units are sold.
127	BVHP-9	Bayview Commons: Agency Payment Obligation	5/1/01	12/31/16	4445 3rd Street Associates, LP	Guarantees HUD payment should Section 8 Contract terminate.	BVHP	\$1,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
128	BVHP-10	Hunters View: Second Amended and Restated Tax Increment Phase 1 Loan Agreement	10/20/09	10/20/64	HV Partners 1, LP	Perm development loan for Phase 1 Hunters View rental - new construction 107 affordable units	BVHP	\$581,368	\$300,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	Loan for construction of Phase 1 of new affordable housing as part of revitalization of Hunters View public housing project. Construction on Phase 1 through mid-2013.
129	BVHP-11	Hunters View: Second Amended and Restated Tax Increment Phase 1b Infrastructure Loan Agreement	8/17/10	8/17/65	Hunters View Associates LP	Perm development loan-Infrastructure improvements to facilitate the construction of 23 affordable units at Hunters View	BVHP	\$643,423	\$1,100,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000	Loan for construction of infrastructure improvements for Phase 1 of new affordable housing as part of revitalization of Hunters View public housing project. Construction on Phase 1 through mid-2013.
130	BVHP-12	Hunters View: City and County of SF Department of Public Works Letter Agreement	DPW work order - TBD Underlying HV Infrastructure Loan Agreement with Developer - 8/17/10	see notes	CCSF/ Department of Public Works	Funding for coordination and oversight of the development of infrastructure at Hunters View	BVHP	\$2,125,000	\$1,300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000	Program delivery funding for DPW staff time required to oversee infrastructure and construction activities at Hunters View project. Increasing contract amount by \$2.125 million to be paid from LMIHF fund balance; \$1.3 million for FY12-13. Enforceable obligation is pursuant to Item 129 above.

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										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
131	BVHP-13	Hunters View: Agency Payment Obligation	4/5/11	4/1/14	Citibank, N.A.	Standby payment obligation for Phase 1a in the event that the Mayor's Office of Housing does not fund its loan to the Hunters View development prior to the maturity of Citibank's loan to the project	BVHP	\$9,651,762	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Agency and City co-funded Hunters View; Agency loan for Phase 1 was for construction funding (See lines above); City's funding is structured as permanent loan, coming in at end of construction and paying down portion of Citibank's construction loan. Agency guaranteed the Citibank/take-out portion of City's loan. Funds encumbered to contract; would be drawn down if City did not provide \$9,651,762.
132	BVHP-14	Hunters View Phase II-III Loan Agreement	4/19/11	4/19/66	Hunters View Associates LP	Permanent Development loan for Phases II & III	BVHP	\$28,906,982	\$5,000,000	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$2,500,000	Loan for construction of Phases 2 & 3 of new affordable housing as part of revitalization of Hunters View public housing project.
133	BVHP-15	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	C. Hillside Village Homeowners Assn	Homeowner Association Dues	BVHP	See notes	\$1,762	\$882	\$0	\$0	\$0	\$0	\$0	\$882	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
134	BVHP-16	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	Candlestick View HOA	Homeowner Association Dues	BVHP	See notes	\$20,800	\$10,400	\$0	\$0	\$0	\$0	\$0	\$10,400	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
135	BVHP-17	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	Garnett Terrace HOA	Homeowner Association Dues	BVHP	See notes	\$4,160	\$2,080	\$0	\$0	\$0	\$0	\$0	\$2,080	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
136	BVHP-18	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	Pacific Gas & Electric	Utilities	BVHP	See notes	\$2,400	\$1,200	\$0	\$0	\$0	\$0	\$0	\$1,200	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including utilities. Funds not encumbered in advance; obligation continues until unit sold.
137	BVHP-19	Single Family: Appraisals for second mortgage payoff requests	See notes	See notes	W. Matthew Cigansk	Appraisal services	BVHP	See notes	\$4,000	\$2,000	\$0	\$0	\$0	\$0	\$0	\$2,000	Limited Equity Program contracts require Agency to provide payoff estimates to homebuyers who are selling their unit. Estimate of funds needed for processing payoff requests.
138	BVHP-20	Single Family: Appraisals for second mortgage payoff requests	See notes	See notes	Walkup Clark	Appraisal services	BVHP	See notes	\$4,000	\$2,000	\$0	\$0	\$0	\$0	\$0	\$2,000	Limited Equity Program contracts require Agency to provide payoff estimates to homebuyers who are selling their unit. Estimate of funds needed for processing payoff requests.
139	BVHP-21	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	CCSF/SFPUC	Utilities	BVHP	See notes	\$2,400	\$1,200	\$0	\$0	\$0	\$0	\$0	\$1,200	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including utilities. Funds not encumbered in advance; obligation continues until unit sold.
140	CH-16	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	12/18/09	See notes	LMIHF for §33334.2 expenditure	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.)	Citywide Housing/ Yerba Buena Center	\$934,367,978	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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
141	CH-17	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	1/21/05	See notes	LMIHF for §33334.2 expenditure	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.)	Citywide Housing/ Golden Gateway	\$596,969,243	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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
142	CH-18	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	12/19/08	See notes	LMIHF for §33334.2 expenditure	Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency -see Notes	Citywide Housing/ Western Addition A-2	\$447,222,703	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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
143	CH-19	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	5/18/07	See notes	LMIHF for §33334.2 expenditure	Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency -see Notes	Citywide Housing/ Rincon Point-South Beach	\$239,451,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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
144	CH-20	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	1/21/05	See notes	LMIHF for §33334.2 expenditure	Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency -see Notes	Citywide Housing/ Hunters Point	\$26,469,865	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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
145	CH-21	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	1/21/05	See notes	LMIHF for §33334.2 expenditure	Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency -see Notes	Citywide Housing/ India Basin	\$32,032,823	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes		
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total	
146	CH-23	Central Freeway Parcel O Predevelopment & Construction Funding	see notes	See notes	TBD	Funding for development of Agency owned parcel for 80 units of affordable housing; part of Replacement Housing Obligation	Citywide Housing	See notes	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	Estimate \$20 million in funding required for construction of housing to satisfy Replacement Housing Obligation. \$1 million to be funded by the real property tax trust fund in FY12-13 for predevelopment to satisfy enforceable obligation.	
147	CH-24	Central Freeway Parcel O	11/18/04	See notes	CCSF	Promissory note related to land acquisition	Citywide Housing	\$958,455	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Balance owed on acquisition price when SFRA bought parcel from CCSF; to be determined if it needs to be repaid through Central Freeway final net shortfall calculation.
148	CH-27	Alexander Residence: Agency Payment Obligation	11/1/02	6/1/19	AR Preservation LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$2,811,831	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
149	CH-28	Antonia Manor: Agency Payment Obligation	12/1/00	11/1/19	AM Preservation LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$1,031,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
150	CH-29	Central Freeway Parcel G (Richardson Apts): Agency Payment Obligation	1/26/10	12/1/13	365 Fulton, LP	Guarantees HCD-MHP payment to take out Citibank construction loan.	Citywide Housing	\$10,750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Agency provided guarantee of Citibank's construction loan in the event that State MHP funding did not come in.
151	CH-30	Church St Apartments: Agency Payment Obligation	8/1/00	12/31/17	Church Street Housing Associates, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$2,321,724	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
152	CH-31	Derek Silva Commons: Agency Payment Obligation	12/10/02	12/31/19	Mercy Housing XVII, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$3,121,372	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
153	CH-32	Leland Polk Senior Apts: Agency Payment Obligation	2/19/02	12/1/19	Mercy Housing XVIII, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$2,774,366	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
154	CH-33	Maria Manor Apartments: Agency Payment Obligation	12/1/00	12/31/33	MM Preservation, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$1,252,759	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
155	CH-34	Marlton Manor Apartments: Agency Payment Obligation	2/1/02	12/31/17	Marlton Affordable Associates, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$3,408,132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
156	CH-35	Notre Dame Apartments: Agency Payment Obligation	12/1/00	11/1/18	Notre Dame Housing Partners, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$3,793,346	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
157	CH-36	Ocean Beach Apartments: Agency Payment Obligation	9/1/01	12/31/17	Ocean Beach Apartments, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$1,285,895	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
158	CH-37	O'Farrell Towers: Agency Payment Obligation	7/27/00	9/1/15	O'Farrell Senior Housing, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$1,058,819	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
159	CH-39	Phelan Loop Tax Increment Loan Agreement	12/20/09	See notes	BVNC	Permanent development of 70 units affordable Rental housing	Citywide Housing	\$40	\$11,595	\$40	\$0	\$0	\$0	\$0	\$0	\$0	\$40	Loan to provide funding for development of 70 units of family rental housing. Contract date ends on 70th anniversary of recording of Deed of Trust on leasehold estate. Not yet recorded- to be recorded when Memo of Ground Lease and construction start.
160	CH-41	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	CCSF/ SF Tax Collector	Property Taxes	Citywide Housing	See notes	\$100,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including property taxes. Funds not encumbered in advance. Total outstanding obligation approximately \$100,000 annually until units are sold.
161	CH-43	Single Family Home ownership Capital Improvement Reimbursement	See notes	See notes	Various	Reimbursement of affordable home seller for capital improvements made pursuant to Limited Equity Declaration of Restrictions	Citywide Housing	See notes	\$30,000	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	Agency Limited Equity Program Declaration of Restrictions for first time homebuyers requires reimbursement to homeowners selling their unit for certain capital improvements. Estimate of payments in each time period, actual cost depends on number of owners selling homes.
162	CH-44	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	Various	Property cleaning services	City Wide Housing	See notes	\$100,000	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	Property management contract used to clean agency-owned homeownership units prior to resale. Ongoing obligation to maintain units until sold. Total outstanding obligation dependent on variable annual cleaning costs and timing of unit sales.
163	CH-46	Real Estate Transactional Fees	See notes	See notes	Various	For housing division real estate transactional fees related to escrows	Citywide Housing	See notes	\$20,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	Program delivery costs for housing enforceable obligations: Estimated amounts required to cover any unanticipated closing costs, including appraisals, on previously approved projects.
164	CH-47	Public Notices	See notes	See notes	Various	For any required public notices regarding actions on LMIHF assets/properties	Citywide Housing	See notes	\$8,000	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	Program delivery costs for housing enforceable obligations: Public Notices are required for certain actions taken regarding LMIHF assets/properties, i.e. disposition of properties purchased from LMIHF.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
165	CH-49	LMIHF Property Maintenance	See notes	See notes	Various	Ongoing property maintenance on LMIHF real estate properties	Citywide Housing	See notes	\$100,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	Program delivery costs for housing enforceable obligations: Ongoing property maintenance costs for real estate properties that are assets of the LMIHF.
166	CH-50	Environmental Services	See notes	See notes	Various	For Environmental Review Services	Citywide Housing	See notes	\$100,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	Program delivery costs for housing enforceable obligations: Estimated amounts for environmental review services needed to meet CEQA requirements for obligated projects.
167	CH-51	Staffing Cost	See notes	See notes	CCSF/Mayor's Office of Housing	Staffing Cost associated with Housing obligations	Citywide Housing	See notes	\$3,017,000	\$0	\$0	\$0	\$0	\$1,508,500	\$0	\$1,508,500	Program delivery costs for housing enforceable obligations: Represents staffing cost (both and indirect) necessary to support housing projects and obligations shown on FY12-13 ROPS in excess of available Low-Mod Fund balances.
168	CH-52	Legal Services for Housing ROPs	See notes	See notes	CCSF/City Attorney	Legal costs associated with legal transactions for housing projects on the ROPs	Citywide Housing	See notes	\$410,000	\$0	\$0	\$0	\$0	\$205,000	\$0	\$205,000	Program delivery costs for housing enforceable obligations: Represents staffing cost (direct and indirect) necessary to support housing projects and obligations shown on the ROPS in excess of available Low-Mod Fund balances.
169	CH-53	Real Estate Services for Housing ROPs	See notes	See notes	CCSF/Dept of Real Estate	Costs associated with real estate transactions for housing projects on the ROPs	Citywide Housing	See notes	\$40,000	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000	Program delivery costs for housing enforceable obligations: Represents staffing cost (direct and indirect) necessary to support housing projects and obligations shown on the ROPS in excess of available Low-Mod Fund balances.
170	CH-54	Contract Compliance Services for Housing ROPs	See notes	See notes	CCSF/HRC, GSA and Successor Agency	Costs associated with contract compliance services for housing projects on the ROPs	Citywide Housing	See notes	\$120,000	\$0	\$0	\$0	\$0	\$60,000	\$0	\$60,000	Program delivery costs for housing enforceable obligations: Represents staffing cost (direct and indirect) necessary to support housing projects and obligations shown on the ROPS, including contract compliance and wage compliances services from CCSF departments, in excess of available Low-Mod Fund balances.
171	CH-55	Single Family Home Ownership Downpayment Reimbursement	See notes	See notes	Various	Reimbursement of affordable home seller to offset loss of downpayment and closing costs made pursuant to Limited Equity Declaration of Restrictions	Citywide Housing	See notes	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	Agency Limited Equity Program Declaration of Restrictions for first time homebuyers requires reimbursement to homeowners selling their unit to ensure no loss of downpayment and to ensure sales price covers closings costs. Estimate of payments in each time period, actual cost depends on number of owners selling homes at a price which does not cover original downpayment and closing costs.
172	HP1	Parcel EE-2 Predevelopment Funding	11/18/08	See notes	Habitat for Humanity	Future funding required for predevelopment subsidy	Hunters Point	See notes	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000	Estimated \$2.2 million in funding for predevelopment activities for Habitat for Humanity first time homebuyer housing using existing tax-exempt bond proceeds pursuant to bond covenants requiring use of proceeds for redevelopment purpose and allowable under Health and Safety Code 34176(g). Will use Excess Bond Proceeds for this loan.
173	HPSY-1	Disposition and Development Agreement - Hunters Point Shipyard Phase 1; affordable housing program funded by LMIHF for HPS Phase 1	12/2/2003 - DDA	See notes	LMIHF for §33334.2 expenditure	Contractual obligation to fund & construct affordable housing under Hunters Point Shipyard-Phase 1 Disposition and Development Agreement	HPSY-I	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> 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; required payments of housing set-aside to LMIHF. Obligation remains until affordable housing obligation is fulfilled. *see footnote
174	HPSY-2	Phase 2 DDA & Tax Increment Allocation Pledge Agreement (Housing Portion); affordable housing program funded by Low and Moderate Income Housing Fund (LMIHF) for CP-HPS2	6/3/10 - DDA	See notes	Low and Moderate Income Housing Fund (LMIHF) for expenditures under Section 33334.2	Phase 2 DDA & Pledge of Property Tax Revenues to fulfill affordable housing obligations in Candlestick Point-Hunters Point Shipyard-Phase 2 Disposition and Development Agreement - see Notes	HPSY-II/BVHP-CP	\$1,074,632,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> 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 estimated to be \$1,074,632,964 from HPSY Housing Obligation, SOI at p. 57, and an unspecified portion from BVHP Housing Obligation, SOI at p. 52, over life of project); required payments of housing set-aside to LMIHF. Binding agreements per § 34171 (d) (1)(E);7 (amts owing to LMIHF, §34171 (d) (1)(G)). Formerly BVHP-1. *see footnote
175	MBN-1	Mission Bay North Tax Allocation Pledge Agreement (Housing Portion); affordable housing program funded by LMIHF for Mission Bay North	11/16/98	See notes	LMIHF for §33334.2 expenditure	Pledge of Property Tax Revenues under Mission Bay North Tax Allocation Pledge Agreement -see Notes	Mission Bay North	\$320,171,090	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> Pledge of Property Tax Revenues 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); required payments of housing set-aside to LMIHF; binding agreements per § 34171 (d)(1)(E) 7 (amts owing to LMIHF, §34171 (d) (1)(G)). Upon completion of housing program in MB-North, tax increment then pledged to housing program in MB-South. *see footnote
176	MBN-2	Mission Creek Senior Apts: Agency Payment Obligation	12/1/03	9/1/26	Mercy Housing California XX, LP	Guarantees HUD payment should Section 8 Contract terminate.	Mission Bay North	\$8,007,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
177	MBN-3	Rich Sorro Commons: Agency Payment Obligation	11/1/00	9/1/17	Mission Bay Affordable Housing, LP	Guarantees HUD payment should Section 8 Contract terminate.	Mission Bay North	\$2,010,512	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
178	MBN-4	Limited Equity Resale Program/ Agency-owned unit	see notes	see notes	Beacon Residential HOA	Homeowner Association Dues	Mission Bay North	See notes	\$96,000	\$48,000	\$0	\$0	\$0	\$0	\$0	\$48,000	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
179	MBN-5	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	Mission Bay Maintenance	Homeowner Association Dues	Mission Bay North	See notes	\$4,160	\$2,080	\$0	\$0	\$0	\$0	\$0	\$2,080	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including maintenance fees. Funds not encumbered in advance; obligation continues until unit sold.
180	MBN-6	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	City Park	Homeowner Parking Fee	Mission Bay North	See notes	\$16,000	\$8,000	\$0	\$0	\$0	\$0	\$0	\$8,000	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including parking fees. Funds not encumbered in advance; obligation continues until unit sold.
181	MBS-1	Mission Bay South Tax Allocation Pledge Agreement (Housing Portion); affordable housing program funded by LMIHF for Mission Bay South	11/16/98	See notes	LMIHF for \$33334.2 expenditure	Pledge of Property Tax Revenues under Mission Bay South Tax Allocation Pledge Agreement - see Notes	Mission Bay South	\$435,609,466	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Pledge of Property Tax Revenues 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); required payments of housing set-aside to LMIHF. Binding agreements per § 34171 (d)(1)(E) 7 (arnts owing to LMIHF, §34171 (d) (1)(G). *see footnote
182	MBS-3	1180 4th Street (formerly known as 1000 4th Street), Amended and Restated Tax Increment Loan Agreement	3/29/11	3/29/66	Mercy Housing California XLIV, L.P.	Predevelopment and construction loan for 150 units of family rental housing	Mission Bay South	\$26,098,115	\$30,619,225	\$17,585,298	\$0	\$0	\$0	\$0	\$0	\$17,585,298	Loan agreement funding development of 150 units of family rental housing; payments in FY 12/13 for construction.
183	MBS-4	Mission Bay South Parcel 7W	See notes	See notes	Mission Bay Block 7 Housing Partners, L.P.	Future funding required for construction subsidy	Mission Bay South	see notes	\$5,800,000	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	Estimated funding needed for construction of 200 units of family rental housing required pursuant to Mission Bay South Owner Participation Agreement. Total estimated subsidy is \$16,975,000; assumes \$7.075m in MB funds, \$2.5m in land sale proceeds from Parcel 7E, and \$7.4M in liquidated damages pursuant to Development and Disposition Agreement with UCSF. The funding shown between September and December 2012 anticipates execution of a predevelopment loan agreement in Fall 2012.
184	RPSB-1	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	200 Brannan Owners Association	Homeowner Association Dues	RPSB	See notes	\$19,200	\$9,600	\$0	\$0	\$0	\$0	\$0	\$9,600	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
185	RPSB-2	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	301 Bryant Street HOA	Homeowner Association Dues	RPSB	See notes	\$41,600	\$20,800	\$0	\$0	\$0	\$0	\$0	\$20,800	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
186	RPSB-3	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	The Brannan OA	Homeowner Parking Fee	RPSB	See notes	\$2,720	\$1,360	\$0	\$0	\$0	\$0	\$0	\$1,360	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
187	SOM-1	200 Sixth Street	See notes	See notes	Terminix	Pest Control	SOMA	\$4,200	\$8,400	\$4,200	\$0	\$0	\$0	\$0	\$0	\$4,200	Property management cost associated with Agency owned property.
188	SOM-2	200 Sixth Street, Utility Payments	See notes	See notes	CCSF/ PUC-Water	Utilities	SOMA	\$1,000	\$2,000	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,000	Property management cost associated with Agency owned property.
189	SOM-3	200 Sixth Street, Citywide Tax Increment Loan Agreement	1/18/11	1/18/66	Mercy Housing California 51, L.P.	Predevelopment loan for 56 units of family rental housing	SOMA	\$1,200,000	\$2,400,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$1,200,000	Loan agreement funding predevelopment activities of family rental housing project.
190	SOM-4	200 Sixth Street Construction Loan Funding	See notes	See notes	Mercy Housing California 51, L.P.	Future funding required for construction subsidy	SOMA	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Estimate \$14 million in funding required for construction of housing to satisfy Replacement Housing Obligation described above; FY 12-13 payment for additional predevelopment and initial construction funding.
191	SOM-7	474 Natoma Tax Increment Loan Agreement	4/19/11	12/31/68	474 Natoma LLC	Perm development loan - new construction -60 units of affordable housing	SOMA	\$7,470,713	\$8,000,000	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$4,000,000	Loan agreement funding construction of family rental housing. \$3,044,449 of the \$7,470,713 outstanding obligation is held on deposit in a Subordinate Loan Fund with US Bank until permanent loan conversion.
192	TB-1	Affordable housing production obligation under Section 5027.1 of Cal. Public Resources Code; affordable housing program funded by LMIHF for Transbay	1/20/05	See notes	LMIHF for \$33334.2 expenditure	Affordable housing production/funding requirements of LMIHF for Transbay - see Notes	Transbay	\$849,936,548	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> 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 (arnts owing to LMIHF, §34171 , d) (1)(G).
193	TB-3	Rene Cazenave Apartments Tax Increment and Transbay Jobs Housing Linkage Fee Loan Agreement	2/16/11	12/6/68	25 Essex, LP	Perm development loan - new construction -120 units of supportive housing for formerly homeless people	Transbay	\$10,569,387	\$27,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Loan agreement funding construction of supportive housing for formerly homeless.
194	TB-4	Transbay Blocks 6&7 construction funding	See notes	See notes	TBD	Future funding required for construction subsidy	Transbay	See notes	\$2,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	Estimate \$25 million of funding required for construction of affordable housing mandated by CA Public Resources Code Sec. 5027.1, per Item 192 above. \$1 million required for predevelopment loan.
	WA-2	4345 Turk Street (aka Fillmore Park) Tax-Increment Loan Agreement	4/22/10	see notes	MSPDI-Turk-LLC	32-unit affordable condominiums -- new construction	Western-Addition A-2	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PROPOSED FOR DELETION:</b> expect to fully disburse loan amount by Dec 2012.
195	WA-5	Golden Gate Apartments: Agency Payment Obligation	6/1/99	6/1/14	GGA 1820 Post, LP	Guarantees HUD payment should Section 8 Contract terminate.	Western Addition A-2	\$163,965	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
196	WA-6	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	Fillmore Heritage	Homeowner Association Dues	Western Addition A-2	See notes	\$40,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
197	WA-7	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	McAllister Mews HOA	Homeowner Association Dues	Western Addition A-2	See notes	\$48,000	\$24,000	\$0	\$0	\$0	\$0	\$0	\$24,000	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
198	WA-8	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	Pacific Gas & Electric	Utilities	Western Addition A-2	See notes	\$1,600	\$800	\$0	\$0	\$0	\$0	\$0	\$800	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including utility fees. Funds not encumbered in advance; obligation continues until unit sold.
199	WA-10	Mary Helen Rogers SC, Tax Increment Loan Agreement	5/5/09	9/30/13	MHRSC, LP	Permanent Loan funding for the development of 100 affordable housing units for eligible seniors in the WA community.	Western Addition A-2	\$910,640	\$910,640	\$910,640	\$0	\$0	\$0	\$0	\$0	\$910,640	Loan agreement funding construction of senior rental housing units; Agency funds to be fully drawn down by end FY 12-13.
200	WA-11	Namiki Apartments: Agency Payment Obligation	10/1/01	11/1/17	Chinatown Community Development Corporation	Guarantees HUD payment should Section 8 Contract terminate.	Western Addition A-2	\$1,159,684	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
201	YBC-1	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	246 Second Street Owners Assn	Homeowner Association Dues	Yerba Buena Center	See notes	\$32,000	\$16,000	\$0	\$0	\$0	\$0	\$0	\$16,000	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
* Lines displaying commitments of tax increment pursuant to master developer agreements, state law, or replacement housing obligation show estimates of the total possible future funding. However, not all housing projects that would utilize that funding are shown at this time. Instead active projects (those in progress or would begin in FY 12/13) are shown on this current ROPS.																	
<b>BONDS</b>																	
202	BVHP1	Bonds	11/8/07,9/3/09,9/3/09,12/17/09,12/17/09,3/21/11,4/26/2011 (respectively)	8/1/36, 8/1/24,8/1/39,8/1/39,8/1/39, 8/1/41,8/1/41 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009E, 2009F, 2011A, and 2011B	BVHP	\$64,068,391	\$2,559,152	\$0	\$0	\$0	\$0	\$2,559,152	\$0	\$2,559,152	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
203	BVHP2	Bonds	11/8/07,9/3/09,9/3/09,12/17/09,12/17/09,3/21/11,4/26/2011 (respectively)	8/1/36, 8/1/24,8/1/39,8/1/39,8/1/39, 8/1/41,8/1/41 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009E, 2009F, 2011A, and 2011B	BVHP	See notes	\$1,324	\$0	\$0	\$0	\$0	\$662	\$0	\$662	Trustee payments are ongoing annual payments for term of bonds.
204	BVHP3	Bonds	11/8/07,9/3/09,9/3/09,12/17/09,12/17/09,3/21/11,4/26/2011 (respectively)	8/1/36, 8/1/24,8/1/39,8/1/39,8/1/39, 8/1/41,8/1/41 (respectively)	SFRA, CCSF, Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009E, 2009F, 2011A, and 2011B	BVHP	See notes	\$11,460	\$0	\$0	\$0	\$0	\$5,730	\$0	\$5,730	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
205	BVHP4	Bonds	11/8/07,9/3/09,9/3/09,12/17/09,12/17/09,3/21/11,4/26/2011 (respectively)	8/1/36, 8/1/24,8/1/39,8/1/39,8/1/39, 8/1/41,8/1/41 (respectively)	Bond Logistix or Other	Bond Arbitrage Rebate Calculation - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009E, 2009F, 2011A, or 2011B	BVHP	See notes	\$2,386	\$0	\$0	\$0	\$0	\$1,193	\$0	\$1,193	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
206	GG1	Bonds	7/1/98, 3/6/03, 3/6/03, 6/10/04, 7/20/05, 7/20/05, 7/21/05, 8/24/06, 11/8/07, 9/28/10, 3/21/10 (respectively)	8/1/24, 8/1/24, 8/1/18, 8/1/30, 8/1/30, 8/1/25, 8/1/15, 8/1/35, 8/1/37, 8/1/40, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1998D, 2003A, 2003B, 2004D, 2005A, 2005B, 2005C, 2006A, 2007B, 2010A, and 2011A	Golden Gateway	\$256,358,066	\$15,616,592	\$0	\$0	\$0	\$0	\$15,616,592	\$0	\$15,616,592	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
207	GG2	Bonds	7/1/98, 3/6/03, 3/6/03, 6/10/04, 7/20/05, 7/20/05, 7/21/05, 8/24/06, 11/8/07, 9/28/10, 3/21/10 (respectively)	8/1/24, 8/1/24, 8/1/18, 8/1/30, 8/1/30, 8/1/25, 8/1/15, 8/1/35, 8/1/37, 8/1/40, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1998D, 2003A, 2003B, 2004D, 2005A, 2005B, 2005C, 2006A, 2007B, 2010A, and 2011A	Golden Gateway	See notes	\$8,654	\$0	\$0	\$0	\$0	\$4,327	\$0	\$4,327	Trustee payments are ongoing annual payments for term of bonds.
208	GG3	Bonds	7/1/98, 3/6/03, 3/6/03, 6/10/04, 7/20/05, 7/20/05, 7/21/05, 8/24/06, 11/8/07, 9/28/10, 3/21/10 (respectively)	8/1/24, 8/1/24, 8/1/18, 8/1/30, 8/1/30, 8/1/25, 8/1/15, 8/1/35, 8/1/37, 8/1/40, 8/1/41 (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration - Tax Allocation Bonds Series 1998D, 2003A, 2003B, 2004D, 2005A, 2005B, 2005C, 2006A, 2007B, 2010A, and 2011A	Golden Gateway	See notes	\$74,340	\$0	\$0	\$0	\$0	\$37,170	\$0	\$37,170	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
209	GG4	Bonds	7/1/98, 3/6/03, 3/6/03, 6/10/04, 7/20/05, 7/20/05, 7/21/05, 8/24/06, 11/8/07, 9/28/10, 3/21/10 (respectively)	8/1/24, 8/1/24, 8/1/18, 8/1/30, 8/1/30, 8/1/25, 8/1/15, 8/1/35, 8/1/37, 8/1/40, 8/1/41 (respectively)	Bond Logistix or Other	Bond Arbitrage Rebate Calculation - Tax Allocation Bonds Series 1998D, 2003A, 2003B, 2004D, 2005A, 2005B, 2005C, 2006A, 2007B, 2010A, and 2011A	Golden Gateway	See notes	\$13,996	\$0	\$0	\$0	\$0	\$6,998	\$0	\$6,998	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
210	HP1	Bonds	3/10/98, 7/1/98, 4/7/04, 7/21/05, 11/8/07, 3/21/10 (respectively)	8/1/25, 8/1/24, 8/1/18, 8/1/15, 8/1/37, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1998C, 1998D, 2004A, 2005C, 2007B, and 2011A	Hunters Point	\$12,890,160	\$733,412	\$0	\$0	\$0	\$0	\$733,412	\$0	\$733,412	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
211	HP2	Bonds	3/10/98, 7/1/98, 4/7/04, 7/21/05, 11/8/07, 3/21/10 (respectively)	8/1/25, 8/1/24, 8/1/18, 8/1/15, 8/1/37, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1998C, 1998D, 2004A, 2005C, 2007B, and 2011A	Hunters Point	See notes	\$382	\$0	\$0	\$0	\$0	\$191	\$0	\$191	Trustee payments are ongoing annual payments for term of bonds.
212	HP3	Bonds	3/10/98, 7/1/98, 4/7/04, 7/21/05, 11/8/07, 3/21/10 (respectively)	8/1/25, 8/1/24, 8/1/18, 8/1/15, 8/1/37, 8/1/41 (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration - Tax Allocation Bonds Series 1998C, 1998D, 2004A, 2005C, 2007B, and 2011A	Hunters Point	See notes	\$3,282	\$0	\$0	\$0	\$0	\$1,641	\$0	\$1,641	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
213	HP4	Bonds	3/10/98, 7/1/98, 4/7/04, 7/21/05, 11/8/07, 3/21/10 (respectively)	8/1/25, 8/1/24, 8/1/18, 8/1/15, 8/1/37, 8/1/41 (respectively)	Bond Logistix or Other	Bond Arbitrage Rebate - Tax Allocation Bonds Series 1998C, 1998D, 2004A, 2005C, 2007B, and 2011A	Hunters Point	See notes	\$78	\$0	\$0	\$0	\$0	\$39	\$0	\$39	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
214	IB1	Bonds	4/7/04, 7/21/05, 11/8/07 (respectively)	8/1/18, 8/1/15, 8/1/37 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2004A, 2005C, and 2007B	India Basin	\$8,178,401	\$517,188	\$0	\$0	\$0	\$0	\$517,188	\$0	\$517,188	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
215	IB2	Bonds	4/7/04, 7/21/05, 11/8/07 (respectively)	8/1/18, 8/1/15, 8/1/37 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2004A, 2005C, and 2007B	India Basin	See notes	\$270	\$0	\$0	\$0	\$0	\$135	\$0	\$135	Trustee payments are ongoing annual payments for term of bonds.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
216	IB3	Bonds	4/7/04, 7/21/05, 11/8/07 (respectively)	8/1/18, 8/1/15, 8/1/37 (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration Fees - Tax Allocation Bonds Series 2004A, 2005C, and 2007B	India Basin	See notes	\$2,314	\$0	\$0	\$0	\$0	\$1,157	\$0	\$1,157	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
217	IB4	Bonds	4/7/04, 7/21/05, 11/8/07 (respectively)	8/1/18, 8/1/15, 8/1/37 (respectively)	Bond Logistix or Other	Bond Arbitrage Rebate - Tax Allocation Bonds Series 2004A, 2005C, and 2007B	India Basin	See notes	\$66	\$0	\$0	\$0	\$0	\$33	\$0	\$33	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
218	MBN1	Bonds	7/20/05, 8/24/06, 8/24/06, 11/8/07, 9/3/09, 9/3/09, 12/17/09, 3/21/11, 4/26/11 (respectively)	8/1/35, 8/1/35, 8/1/36, 8/1/36, 8/1/24, 8/1/39, 8/1/39, 8/1/41, 8/1/31 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2005D, 2006A, 2006B, 2007A, 2009A, 2009C, 2009E, 2011C, and 2011E	Mission Bay North	\$245,605,057	\$9,015,020	\$0	\$0	\$0	\$0	\$9,015,020	\$0	\$9,015,020	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
219	MBN2	Bonds	7/20/05, 8/24/06, 8/24/06, 11/8/07, 9/3/09, 9/3/09, 12/17/09, 3/21/11, 4/26/11 (respectively)	8/1/35, 8/1/35, 8/1/36, 8/1/36, 8/1/24, 8/1/39, 8/1/39, 8/1/41, 8/1/31 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2005D, 2006A, 2006B, 2007A, 2009A, 2009C, 2009E, 2011C, and 2011E	Mission Bay North	See notes	\$4,696	\$0	\$0	\$0	\$0	\$2,348	\$0	\$2,348	Trustee payments are ongoing annual payments for term of bonds.
220	MBN3	Bonds	7/20/05, 8/24/06, 8/24/06, 11/8/07, 9/3/09, 9/3/09, 12/17/09, 3/21/11, 4/26/11 (respectively)	8/1/35, 8/1/35, 8/1/36, 8/1/36, 8/1/24, 8/1/39, 8/1/39, 8/1/41, 8/1/31 (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration - Tax Allocation Bonds Series 2005D, 2006A, 2006B, 2007A, 2009A, 2009C, 2009E, 2011C, and 2011E	Mission Bay North	See notes	\$40,332	\$0	\$0	\$0	\$0	\$20,166	\$0	\$20,166	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
221	MBN4	Bonds	7/20/05, 8/24/06, 8/24/06, 11/8/07, 9/3/09, 9/3/09, 12/17/09, 3/21/11, 4/26/11 (respectively)	8/1/35, 8/1/35, 8/1/36, 8/1/36, 8/1/24, 8/1/39, 8/1/39, 8/1/41, 8/1/31 (respectively)	Bond Logistix or Other	Bond Arbitrage Rebate - Tax Allocation Bonds Series 2005D, 2006A, 2006B, 2007A, 2009A, 2009C, 2009E, 2011C, and 2011E	Mission Bay North	See notes	\$11,202	\$0	\$0	\$0	\$0	\$5,601	\$0	\$5,601	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
222	MBS1	Bonds	9/3/09, 9/3/09, 12/17/09, 3/18/11, 4/26/11 (respectively)	8/1/24, 8/1/39, 8/1/39, 8/1/41, 8/1/31 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2009A, 2009D, 2009E, 2011D, and 2011E	Mission Bay South	\$222,879,840	\$8,310,447	\$0	\$0	\$0	\$0	\$8,310,447	\$0	\$8,310,447	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
223	MBS3	Bonds	9/3/09, 9/3/09, 12/17/09, 3/18/11, 4/26/11 (respectively)	8/1/24, 8/1/39, 8/1/39, 8/1/41, 8/1/31 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2009A, 2009D, 2009E, 2011D, and 2011E	Mission Bay South	See notes	\$4,328	\$0	\$0	\$0	\$0	\$2,164	\$0	\$2,164	Trustee payments are ongoing annual payments for term of bonds.
224	MBS4	Bonds	9/3/09, 9/3/09, 12/17/09, 3/18/11, 4/26/11 (respectively)	8/1/24, 8/1/39, 8/1/39, 8/1/41, 8/1/31 (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration - Tax Allocation Bonds Series 2009A, 2009D, 2009E, 2011D, and 2011E	Mission Bay South	See notes	\$37,180	\$0	\$0	\$0	\$0	\$18,590	\$0	\$18,590	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
225	MBS5	Bonds	9/3/09, 9/3/09, 12/17/09, 3/18/11, 4/26/11 (respectively)	8/1/24, 8/1/39, 8/1/39, 8/1/41, 8/1/31 (respectively)	Bond Logistix or Other	Bond Arbitrage Refund - Tax Allocation Bonds Series 2009A, 2009D, 2009E, 2011D, and 2011E	Mission Bay South	See notes	\$10,768	\$0	\$0	\$0	\$0	\$5,384	\$0	\$5,384	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
226	RPSB1	Bonds	8/1/93, 3/10/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 6/10/04, 7/20/05, 8/24/06, 11/8/07, 11/8/07, 9/3/09, 12/17/09, (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/18, 8/1/18, 8/1/21, 8/1/30, 8/1/30, 8/1/35, 8/1/36, 8/1/37, 8/1/24, 8/1/39, (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1993B, 1998C, 2003A, 2003B, 2004A, 2004C, 2004D, 2005A, 2006A, 2007A, 2009A, and 2009E; South Beach Harbor 1986A Variable Rate Demand Bond	Rincon Point-South Beach	\$293,490,165	\$14,706,932	\$0	\$0	\$0	\$0	\$14,706,932	\$0	\$14,706,932	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
227	RPSB2	Bonds	8/1/93, 3/10/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 6/10/04, 7/20/05, 8/24/06, 11/8/07, 11/8/07, 9/3/09, 12/17/09, (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/18, 8/1/18, 8/1/21, 8/1/30, 8/1/30, 8/1/35, 8/1/36, 8/1/37, 8/1/24, 8/1/39, (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1993B, 1998C, 2003A, 2003B, 2004A, 2004C, 2004D, 2005A, 2006A, 2007A, 2007B, 2009A, and 2009E	Rincon Point-South Beach	See notes	\$7,660	\$0	\$0	\$0	\$0	\$3,830	\$0	\$3,830	Trustee payments are ongoing annual payments for term of bonds.
228	RPSB3	Bonds	8/1/93, 3/10/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 6/10/04, 7/20/05, 8/24/06, 11/8/07, 11/8/07, 9/3/09, 12/17/09, (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/18, 8/1/18, 8/1/21, 8/1/30, 8/1/30, 8/1/35, 8/1/36, 8/1/37, 8/1/24, 8/1/39, (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration - Tax Allocation Bonds Series 1993B, 1998C, 2003A, 2003B, 2004A, 2004C, 2004D, 2005A, 2006A, 2007A, 2007B, 2009A, and 2009E	Rincon Point-South Beach	See notes	\$65,796	\$0	\$0	\$0	\$0	\$32,898	\$0	\$32,898	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
229	RPSB4	Bonds	8/1/93, 3/10/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 6/10/04, 7/20/05, 8/24/06, 11/8/07, 11/8/07, 9/3/09, 12/17/09, (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/18, 8/1/18, 8/1/21, 8/1/30, 8/1/30, 8/1/35, 8/1/36, 8/1/37, 8/1/24, 8/1/39, (respectively)	Bond Logistix or Other	Arbitrage Rebate - Tax Allocation Bonds Series 1993B, 1998C, 2003A, 2003B, 2004A, 2004C, 2004D, 2005A, 2006A, 2007A, 2007B, 2009A, and 2009E	Rincon Point-South Beach	See notes	\$18,598	\$0	\$0	\$0	\$0	\$9,299	\$0	\$9,299	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
230	SOM1	Bonds	11/8/07, 9/3/09, 12/17/09, 3/21/10, 4/26/11 (respectively)	8/1/36, 8/1/39, 8/1/39, 8/1/41, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2007A, 2009B, 2009F, 2011A, and 2011B	South of Market	\$25,588,982	\$1,896,931	\$0	\$0	\$0	\$0	\$1,896,931	\$0	\$1,896,931	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
231	SOM2	Bonds	11/8/07, 9/3/09, 12/17/09, 3/21/10, 4/26/11 (respectively)	8/1/36, 8/1/39, 8/1/39, 8/1/41, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2007A, 2009B, 2009F, 2011A, and 2011B	South of Market	See notes	\$468	\$0	\$0	\$0	\$0	\$234	\$0	\$234	Trustee payments are ongoing annual payments for term of bonds.
232	SOM3	Bonds	11/8/07, 9/3/09, 12/17/09, 3/21/10, 4/26/11 (respectively)	8/1/36, 8/1/39, 8/1/39, 8/1/41, 8/1/41 (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Trustee Administration - Tax Allocation Bonds Series 2007A, 2009B, 2009F, 2011A, and 2011B	South of Market	See notes	\$4,012	\$0	\$0	\$0	\$0	\$2,006	\$0	\$2,006	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
233	SOM4	Bonds	11/8/07, 9/3/09, 12/17/09, 3/21/10, 4/26/11 (respectively)	8/1/36, 8/1/39, 8/1/39, 8/1/41, 8/1/41 (respectively)	Bond Logistix or Other	Bond Arbitrage Refund - Tax Allocation Bonds Series 2007A, 2009B, 2009F, 2011A, and 2011B	South of Market	See notes	\$674	\$0	\$0	\$0	\$0	\$337	\$0	\$337	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
234	TB1	Bonds	11/8/07, 9/3/09, 9/3/09, 12/17/09, 9/28/10, 3/21/10, 4/26/11 (respectively)	8/1/36, 8/1/24, 8/1/39, 8/1/39, 8/1/40, 8/1/41, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009F, 2010A, 2011A, and 2011B	Transbay	\$120,061,547	\$4,194,809	\$0	\$0	\$0	\$0	\$4,194,809	\$0	\$4,194,809	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
235	TB2	Bonds	11/8/07, 9/3/09, 9/3/09, 12/17/09, 9/28/10, 3/21/10, 4/26/11 (respectively)	8/1/36, 8/1/24, 8/1/39, 8/1/39, 8/1/40, 8/1/41, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009F, 2010A, 2011A, and 2011B	Transbay	See notes	\$2,184	\$0	\$0	\$0	\$0	\$1,092	\$0	\$1,092	Trustee payments are ongoing annual payments for term of bonds.
236	TB3	Bonds	11/8/07, 9/3/09, 9/3/09, 12/17/09, 9/28/10, 3/21/10, 4/26/11 (respectively)	8/1/36, 8/1/24, 8/1/39, 8/1/39, 8/1/40, 8/1/41, 8/1/41 (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009F, 2010A, 2011A, and 2011B	Transbay	See notes	\$18,766	\$0	\$0	\$0	\$0	\$9,383	\$0	\$9,383	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
237	TB4	Bonds	11/8/07, 9/3/09, 9/3/09, 12/17/09, 9/28/10, 3/21/10, 4/26/11 (respectively)	8/1/36, 8/1/24, 8/1/39, 8/1/39, 8/1/40, 8/1/41, 8/1/41 (respectively)	Bond Logistix or Other	Bond Arbitrage Refund - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009F, 2010A, 2011A, and 2011B	Transbay	See notes	\$1,792	\$0	\$0	\$0	\$0	\$896	\$0	\$896	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
238	WA1	Bonds	8/1/39, 3/10/98, 7/1/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 7/20/05, 7/20/05, 7/21/05, 11/8/07, 9/3/09, 12/17/09, 9/28/10, 3/21/10 (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/24, 8/1/18, 8/1/18, 8/1/30, 8/1/30, 8/1/25, 8/1/15, 8/1/37, 8/1/24, 8/1/39, 8/1/40, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003A, 2003B, 2004A, 2004D, 2005A, 2005B, 2005C, 2007B, 2009A, 2009E, 2010A, and 2011A	Western Addition A-2	\$186,514,468	\$11,923,928	\$0	\$0	\$0	\$0	\$11,923,928	\$0	\$11,923,928	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
239	WA2	Bonds	8/1/39, 3/10/98, 7/1/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 7/20/05, 7/20/05, 7/21/05, 11/8/07, 9/3/09, 12/17/09, 9/28/10, 3/21/10 (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/24, 8/1/18, 8/1/18, 8/1/30, 8/1/30, 8/1/25, 8/1/15, 8/1/37, 8/1/24, 8/1/39, 8/1/40, 8/1/41 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003A, 2003B, 2004A, 2004D, 2005A, 2005B, 2005C, 2007B, 2009A, 2009E, 2010A, and 2011A	Western Addition A-2	See notes	\$6,210	\$0	\$0	\$0	\$0	\$3,105	\$0	\$3,105	Trustee payments are ongoing annual payments for term of bonds.
240	WA3	Bonds	8/1/39, 3/10/98, 7/1/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 7/20/05, 7/20/05, 7/21/05, 11/8/07, 9/3/09, 12/17/09, 9/28/10, 3/21/10 (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/24, 8/1/18, 8/1/18, 8/1/30, 8/1/30, 8/1/25, 8/1/15, 8/1/37, 8/1/24, 8/1/39, 8/1/40, 8/1/41 (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration Fees - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003A, 2003B, 2004A, 2004D, 2005A, 2005B, 2005C, 2007B, 2009A, 2009E, 2010A, and 2011A	Western Addition A-2	See notes	\$53,346	\$0	\$0	\$0	\$0	\$26,673	\$0	\$26,673	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
241	WA4	Bonds	8/1/39, 3/10/98, 7/1/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 7/20/05, 7/20/05, 7/21/05, 11/8/07, 9/3/09, 12/17/09, 9/28/10, 3/21/10 (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/24, 8/1/18, 8/1/18, 8/1/30, 8/1/30, 8/1/25, 8/1/15, 8/1/37, 8/1/24, 8/1/39, 8/1/40, 8/1/41 (respectively)	Bond Logistix or Other	Bond Arbitrage Rebate - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003A, 2003B, 2004A, 2004D, 2005A, 2005B, 2005C, 2007B, 2009A, 2009E, 2010A, and 2011A	Western Addition A-2	See notes	\$524	\$0	\$0	\$0	\$0	\$262	\$0	\$262	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
242	YB1	Bonds	8/1/39, 3/10/98, 7/1/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 7/21/05, 8/24/06, 11/8/07, 11/8/07, 9/3/09, 9/3/09, 12/17/09 (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/18, 8/1/18, 8/1/18, 8/1/30, 8/1/15, 8/1/35, 8/1/36, 8/1/37, 8/1/24, 8/1/39, 8/1/39 (respectively)	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003B, 2003C, 2004A, 2004D, 2005C, 2006A, 2007A, 2007B, 2009A, 2009B, and 2009E	Yerba Buena	\$260,667,279	\$26,792,208	\$0	\$0	\$0	\$0	\$26,792,208	\$0	\$26,792,208	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
243	YB2	Bonds	8/1/39, 3/10/98, 7/1/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 7/21/05, 8/24/06, 11/8/07, 11/8/07, 9/3/09, 9/3/09, 12/17/09 (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/18, 8/1/18, 8/1/18, 8/1/30, 8/1/15, 8/1/35, 8/1/36, 8/1/37, 8/1/24, 8/1/39, 8/1/39 (respectively)	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003B, 2003C, 2004A, 2004D, 2005C, 2006A, 2007A, 2007B, 2009A, 2009B, and 2009E	Yerba Buena	See notes	\$13,816	\$0	\$0	\$0	\$0	\$6,908	\$0	\$6,908	Trustee payments are ongoing annual payments for term of bonds.
244	YB3	Bonds	8/1/39, 3/10/98, 7/1/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 7/21/05, 8/24/06, 11/8/07, 11/8/07, 9/3/09, 9/3/09, 12/17/09 (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/18, 8/1/18, 8/1/18, 8/1/30, 8/1/15, 8/1/35, 8/1/36, 8/1/37, 8/1/24, 8/1/39, 8/1/39 (respectively)	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003B, 2003C, 2004A, 2004D, 2005C, 2006A, 2007A, 2007B, 2009A, 2009B, and 2009E	Yerba Buena	See notes	\$118,686	\$0	\$0	\$0	\$0	\$59,343	\$0	\$59,343	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
245	YB4	Bonds	8/1/39, 3/10/98, 7/1/98, 3/6/03, 3/6/03, 4/7/04, 6/10/04, 7/21/05, 8/24/06, 11/8/07, 11/8/07, 9/3/09, 9/3/09, 12/17/09 (respectively)	8/1/18, 8/1/25, 8/1/24, 8/1/18, 8/1/18, 8/1/18, 8/1/30, 8/1/15, 8/1/35, 8/1/36, 8/1/37, 8/1/24, 8/1/39, 8/1/39 (respectively)	Bond Logistix or Other	Bond Arbitrage Rebate - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003B, 2003C, 2004A, 2004D, 2005C, 2006A, 2007A, 2007B, 2009A, 2009B, and 2009E	Yerba Buena	See notes	\$4,386	\$0	\$0	\$0	\$0	\$2,193	\$0	\$2,193	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
<b>RINCON POINT - SOUTH BEACH OBLIGATIONS</b>																	
246	RP 1	Parcel J Port Lease	9/24/1987	9/25/50	CCSF - Port Commission	Site of Delancey Street housing/commercial project	RPSB	See notes	\$52,377	\$0	\$0	\$0	\$0	\$0	\$52,377	\$52,377	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.
247	RP 2	Parcel K Port Lease	5/9/1991	9/25/50	CCSF - Port Commission	Site of Steamboat Point Apartments	RPSB	See notes	\$49,541	\$0	\$0	\$0	\$0	\$0	\$49,541	\$49,541	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
248	RP 3	Parcel N1-A Port Lease	11/14/1986	9/25/50	CCSF - Port Commission	Pier 40 open space	RPSB	See notes	\$25,337	\$0	\$0	\$0	\$0	\$0	\$25,337	\$25,337	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.
249	RP 4	Parcel N1-B	6/30/1990	9/25/50	CCSF - Port Commission	Pier 40 Shed/Warehouse Bldg	RPSB	See notes	\$136,283	\$0	\$0	\$0	\$0	\$0	\$136,283	\$136,283	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.
250	RP 5	Parcel N-2 Port Lease	12/7/1984	9/25/50	CCSF - Port Commission	Lease for South Beach Harbor and Pier 40 open space	RPSB	See notes	\$98,959	\$0	\$0	\$0	\$0	\$0	\$98,959	\$98,959	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.
251	RP 6	Parcels M-3, M-4A, & S-1D Port Lease	2/15/1995	9/25/50	CCSF - Port Commission	Portion of South Beach Harbor parking lot & truck turnaround by ballpark	RPSB	See notes	\$103,252	\$0	\$0	\$0	\$0	\$0	\$103,252	\$103,252	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.
252	RP 9	Rincon Park	2/6/2003	6/30/13	CCSF	Maintenance and Management Agreement with Port for Landscape Maintenance for Rincon Park	RPSB	See notes	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000	The Agency has a three-year contract with the Port for this site, which expires on June 30, 2013, for Port staff to provide maintenance and security for Rincon Park (total cost about \$200,000 a year). This agreement was amended three times by the Redevelopment Agency Commission to extend the term. This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
253	RP 10	Sublease Agreement with Carmen and Benito Solis, dba Carmen's Restaurant	4/17/2010	4/6/13	See notes	Agreement allows the Solis' to sublease about 1600 square feet of space on Pier 38/40, which is owned by the Port of San Francisco	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	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 includes one two-year extension at the discretion of the Successor Agency Executive Director. Work includes lease management, possible bankruptcy/litigation work, landlord responsibilities, and property management.
254	SBH 1	Various		2034	State of California	Loan - South Beach Harbor California Department of Boating and Waterways Loans	RPSB	See notes	\$535,955	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS: \$535,955/yr through 2034.</b> This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
255	SBH 2	South Beach Harbor	See notes	See notes	A TopNotch Security Services, Inc., and various vendors	Security patrol and guard services	RPSB	See notes	\$120,000	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. If the obligations remains in place, an RFP will be done to select a new vendor.
256	SBH 3	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Alliant Insurance Services and various vendors	Community room use insurance	RPSB	See notes	\$9,000	\$0	\$0	\$0	\$0	\$0	\$4,500	\$4,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
257	SBH 4	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	American Soil and various vendors	Landscaping products and supplies	RPSB	See notes	\$2,000	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
258	SBH 5	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Aqua Prix	Drinking water	RPSB	See notes	\$6,200	\$0	\$0	\$0	\$0	\$0	\$3,100	\$3,100	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
259	SBH 6	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	AT&T Mobility and various vendors	Cellular phones	RPSB	See notes	\$1,080	\$0	\$0	\$0	\$0	\$0	\$540	\$540	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
260	SBH 7	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Bay Alarm	Firm alarm monitoring	RPSB	See notes	\$5,000	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
261	SBH 8	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Bay City Mechanical and various vendors	HVAC bi-annual service & repairs	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
262	SBH 9	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Best Plumbing and various vendors	Plumbing service	RPSB	See notes	\$12,000	\$0	\$0	\$0	\$0	\$0	\$6,000	\$6,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
263	SBH 10	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Cal Steam and various vendors	Plumbing supplies	RPSB	See notes	\$4,000	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
264	SBH 11	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	California Department of Toxic Substance, CCSF/DPH and various vendors	HAZMAT permit	RPSB	See notes	\$1,000	\$0	\$0	\$0	\$0	\$0	\$500	\$500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
265	SBH 12	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	CalNet and various vendors	Telephone service	RPSB	See notes	\$11,000	\$0	\$0	\$0	\$0	\$0	\$5,500	\$5,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
266	SBH 13	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Capitol Electric and various vendors	Electrical service provider	RPSB	See notes	\$126,000	\$0	\$0	\$0	\$0	\$0	\$63,000	\$63,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
267	SBH 14	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Center Hardware and various vendors	Parts and supplies for maintenance	RPSB	See notes	\$9,000	\$0	\$0	\$0	\$0	\$0	\$4,500	\$4,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
268	SBH 15	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Bellingham Marine and various vendors	Dock leveling and repairs	RPSB	See notes	\$38,000	\$0	\$0	\$0	\$0	\$0	\$19,000	\$19,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
269	SBH 16	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Dutra Construction and various vendors	Major dock, baffle wall, breakwater construction and repair	RPSB	See notes	\$106,000	\$0	\$0	\$0	\$0	\$0	\$53,000	\$53,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
270	SBH 17	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Perfection Sweeping and various vendors	Pier 40 and parking lot sweeping	RPSB	See notes	\$3,600	\$0	\$0	\$0	\$0	\$0	\$1,800	\$1,800	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
271	SBH 18	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	PWS Laundry and various vendors	Laundry equipment repair; additional equipment	RPSB	See notes	\$4,500	\$0	\$0	\$0	\$0	\$0	\$2,250	\$2,250	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
272	SBH 19	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Vortex Engineering and various vendors	B,C & G end tie repair	RPSB	See notes	\$180,000	\$0	\$0	\$0	\$0	\$0	\$90,000	\$90,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
273	SBH 20	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Cheyenne Products and various vendors	Marine supply company	RPSB	See notes	\$8,000	\$0	\$0	\$0	\$0	\$0	\$4,000	\$4,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
274	SBH 21	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Day Wireless and various vendors	Two-way radios	RPSB	See notes	\$4,000	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
275	SBH 22	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Dept. of Industrial Relations/Occupational Safety	Elevator permit	RPSB	See notes	\$1,000	\$0	\$0	\$0	\$0	\$0	\$500	\$500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
276	SBH 23	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Direct Mail	Invoice and newsletter envelope stuffing and other	RPSB	See notes	\$6,000	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
277	SBH 24	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Earthlink	Website support services	RPSB	See notes	\$700	\$0	\$0	\$0	\$0	\$0	\$350	\$350	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
278	SBH 25	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	EMP Industries	Pump-out parts, supplies and replacement	RPSB	See notes	\$60,000	\$0	\$0	\$0	\$0	\$0	\$30,000.00	\$30,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
279	SBH 26	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Evergreen Oil Inc. and various vendors	Receives used oil, filters, booms, pads and other hazardous material	RPSB	See notes	\$4,000	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
280	SBH 27	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Henderson Marine Supply and various vendors	Marine supply company	RPSB	See notes	\$20,000	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
281	SBH 28	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Hetch Hetchy Water and Electricity	Electricity	RPSB	See notes	\$240,000	\$0	\$0	\$0	\$0	\$0	\$120,000	\$120,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
282	SBH 29	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Independent Electrical Supplies and various vendors	Electrical supplies	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.

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283	SBH 30	South Beach Harbor	See notes	See notes	Industrial Maintenance Engineers (IME) and various vendors	Janitorial services	RPSB	See notes	\$90,000	\$0	\$0	\$0	\$0	\$0	\$45,000	\$45,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. If the obligations remains in place, an RFP will be done to select a new vendor.
284	SBH 31	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Lab Safety Supply and various vendors	Safety supplies and cleaning equipment	RPSB	See notes	\$3,000	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
285	SBH 32	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Latitude 38° and various vendors	Advertising	RPSB	See notes	\$17,600	\$0	\$0	\$0	\$0	\$0	\$8,800	\$8,800	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
286	SBH 33	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Mainline Security and various vendors	Lock and key service providers	RPSB	See notes	\$4,500	\$0	\$0	\$0	\$0	\$0	\$2,250	\$2,250	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
287	SBH 34	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Marine Lien Sale Service	Process liens and conduct lien sales	RPSB	See notes	\$4,800	\$0	\$0	\$0	\$0	\$0	\$2,400	\$2,400	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
288	SBH 35	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Nautical Software Solutions and various vendors	Marina program technical support	RPSB	See notes	\$4,500	\$0	\$0	\$0	\$0	\$0	\$2,250	\$2,250	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
289	SBH 36	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Park Presidio Marine and various vendors	Boat and motor supplies and repair	RPSB	See notes	\$3,900	\$0	\$0	\$0	\$0	\$0	\$1,950	\$1,950	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
290	SBH 37	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Peachtree Business Forms and various vendors	Pre-printed forms such as parking passes and tickets	RPSB	See notes	\$12,000	\$0	\$0	\$0	\$0	\$0	\$6,000	\$6,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
291	SBH 38	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	PG&E	Gas service	RPSB	See notes	\$12,000	\$0	\$0	\$0	\$0	\$0	\$6,000	\$6,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
292	SBH 39	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Port Supply and various vendors	Marine parts, equipment and supplies	RPSB	See notes	\$3,000	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
293	SBH 40	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Precise Printing and various vendors	Letterhead stationery items	RPSB	See notes	\$20,000	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
294	SBH 41	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Pump Repair Service Co., Inc. and various vendors	Pump supplies and repair	RPSB	See notes	\$6,000	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
295	SBH 42	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Recology Golden Gate and various vendors	Garbage service	RPSB	See notes	\$150,000	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
296	SBH 43	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	San Francisco Landmark Signs, Inc. and various vendors	Signage	RPSB	See notes	\$12,400	\$0	\$0	\$0	\$0	\$0	\$6,200	\$6,200	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
297	SBH 44	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Santora Sales and various vendors	Janitorial equipment and supplies	RPSB	See notes	\$26,000	\$0	\$0	\$0	\$0	\$0	\$13,000	\$13,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
298	SBH 45	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	CCSF/ PUC	Water service	RPSB	See notes	\$75,000	\$0	\$0	\$0	\$0	\$0	\$37,500	\$37,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
299	SBH 46	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Staples Advantage and various vendors	Office supplies	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
300	SBH 47	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Terminix	Pest control	RPSB	See notes	\$3,600	\$0	\$0	\$0	\$0	\$0	\$1,800	\$1,800	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.

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										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
301	SBH 48	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	The Tide Book Company and various vendors	Advertising	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
302	SBH 49	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Trionics and various vendors	Marine equipment supplies/dock boxes	RPSB	See notes	\$70,800	\$0	\$0	\$0	\$0	\$0	\$35,400	\$35,400	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
303	SBH 50	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	ThyssenKrupp Elevator Corp.	Elevator maintenance, testing and repair	RPSB	See notes	\$9,000	\$0	\$0	\$0	\$0	\$0	\$4,500	\$4,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
304	SBH 51	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	U Save Equipment Rental and various vendors	Equipment rental	RPSB	See notes	\$7,500	\$0	\$0	\$0	\$0	\$0	\$3,750	\$3,750	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
305	SBH 52	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Carousel Industries	Telephone equipment maintenance	RPSB	See notes	\$3,000	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
306	SBH 53	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	United Site Services and various vendors	Port-a-Poty rental and services	RPSB	See notes	\$6,800	\$0	\$0	\$0	\$0	\$0	\$3,400	\$3,400	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
307	SBH 54	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Valencia Cyclery and various vendors	Bicycle parts and repairs	RPSB	See notes	\$2,700	\$0	\$0	\$0	\$0	\$0	\$1,350	\$1,350	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
308	SBH 55	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Valley Crest Landscape Maintenance and various vendors	Landscape maintenance and supplies	RPSB	See notes	\$45,000	\$0	\$0	\$0	\$0	\$0	\$22,500	\$22,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
309	SBH 56	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Xerox and various vendors	Copy/scan equipment	RPSB	See notes	\$6,600	\$0	\$0	\$0	\$0	\$0	\$3,300	\$3,300	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
310	SBH 57	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Bradley Air-conditioning and various vendors	Air conditioning	RPSB	See notes	\$15,000	\$0	\$0	\$0	\$0	\$0	\$7,500	\$7,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
311	SBH 58	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Neopost and various vendors	Folding machine maintenance	RPSB	See notes	\$1,480	\$0	\$0	\$0	\$0	\$0	\$740	\$740	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
312	SBH 59	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	CCSF/ City Attorney's Office	Legal Services	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
313	SBH 60	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Harbormaster and Port Captains Association	Trade Association membership	RPSB	See notes	\$600	\$0	\$0	\$0	\$0	\$0	\$300	\$300	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
314	SBH 61	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Jaron Logo and various vendors	SBH logo merchandise	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
315	SBH 62	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Marina Recreation Association	Trade Association membership and educational conference	RPSB	See notes	\$1,600	\$0	\$0	\$0	\$0	\$0	\$800	\$800	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
316	SBH 63	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	SBH employees	Travel and various expenses	RPSB	See notes	\$4,000	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
317	SBH 64	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	SF Ice and various vendors	Ice to sell to customers	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
318	SBH 65	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Tempositions and various temporary placement agencies	Temporary staffing for SBH	RPSB	See notes	\$29,200	\$0	\$0	\$0	\$0	\$0	\$14,600	\$14,600	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
319	SBH 66	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Wear Guard/ Aramark and various vendors	Uniform shirts, jackets, etc.	RPSB	See notes	\$2,000	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.

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320	SBH 67	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	ALX Technologies and various vendors	Electronic locks, keys and other security equipment	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
321	SBH 68	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Battery Navigation Systems and various vendors	Nautical lights, batteries and other nautical equipment	RPSB	See notes	\$3,000	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
322	SBH 69	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Harrison & Bonini and various vendors	Miscellaneous various dock parts, supplies & equipment	RPSB	See notes	\$3,800	\$0	\$0	\$0	\$0	\$0	\$1,900	\$1,900	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
323	SBH 70	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	International Fire and various vendors	Fire extinguisher and hose testing, replacements and repairs	RPSB	See notes	\$28,000	\$0	\$0	\$0	\$0	\$0	\$14,000	\$14,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
324	SBH 71	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Master Car Care and various vendors	City truck maintenance and repair	RPSB	See notes	\$1,500	\$0	\$0	\$0	\$0	\$0	\$750	\$750	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
325	SBH 72	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Parker Diving and various vendors	Vessel Salvage	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
326	SBH 73	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Sunset Scavengers and various vendors	Dumpster Rental	RPSB	See notes	\$2,500	\$0	\$0	\$0	\$0	\$0	\$1,250	\$1,250	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
327	SBH 74	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Utility Vault and various vendors	Dock Equipment and supplies	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
328	SBH 75	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	White Cap and various vendors	Dock repairs	RPSB	See notes	\$5,000	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
329	SBH 76	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	CCSF/Dept of Public Works and various deparatments	Gangway repair/Pier 40	RPSB	See notes	\$160,000	\$0	\$0	\$0	\$0	\$0	\$80,000	\$80,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
330	SBH 77	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Grainger and various vendors	Parts and supplies for maintenance	RPSB	See notes	\$4,000	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
331	SBH 78	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	R & S Erections and various vendors	Parts, supplies, maintenance and repair for roll-up doors and other steal, metal needs.	RPSB	See notes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
332	SBH 79	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Optimum Graphics and various vendors	Printer, paper product supplies and services	RPSB	See notes	\$5,000	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
333	SBH 80	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	American Specialities and various vendors	Replaces Detex - guard reader equipment and software	RPSB	See notes	\$4,000	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
334	SBH 81	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Bolander & Sons and various vendors	Flags	RPSB	See notes	\$1,000	\$0	\$0	\$0	\$0	\$0	\$500	\$500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
335	SBH 82	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Channel Lumger and various vendors	Material for walers, coverboard and other wood structural materials.	RPSB	See notes	\$2,000	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
336	SBH 83	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Impact Absorbents and various vendors	Booms, pads, socks and other enfronmental protection materials	RPSB	See notes	\$2,000	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
337	SBH 84	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Mathiessen Electric and various vendors	Marine electrical expert particularly stray current.	RPSB	See notes	\$1,000	\$0	\$0	\$0	\$0	\$0	\$500	\$500	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
338	SBH 85	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Moss Rubber and various vendors	Specialty hoses, rub rail and other rubber and plasic materials require in marine maintenance.	RPSB	See notes	\$2,000	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
339	SBH 86	South Beach Harbor	As needed based on usage month to month	As needed based on usage month to month	Recreational Publications (MPC) and various vendors	Annual Boaters Guide and other advertising sources.	RPSB	See notes	\$4,000	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
340	SBH87	Bonds	12/17/86	12/1/16	US Bank	Variable Rate Demand Refunding Bonds Series 1986A	South Beach Harbor	\$6,199,250	\$1,378,825	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000	Payment of debt service to Trustee on 1/28/2013. Previously Bonds-SBH1.
341	SBH88	Bonds	12/17/86	12/1/16	US Bank	Trustee, Remarketing Agent, Legal Fees Variable Rate Demand Refunding Bonds Series 1986A	South Beach Harbor	\$10,000	\$2,000	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	Additional costs may arise under this obligation. Trustee payments are ongoing annual payments for term of bonds. Previously Bonds-SBH2.
342	SBH89	Bonds	12/17/86	12/1/16	SFRA, CCSF: Admin, Legal; Fiscal Consultant, Bond Counsel, Financial Advisor	Bond Administration - Variable Rate Demand Refunding Bonds Series 1986A	South Beach Harbor	See notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>PLACEHOLDER FOR FUTURE ROPS:</b> These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.

**RETIRED OBLIGATIONS (FROM ROPS I - January to June 2012)**

ADM 18	Agency Admin Operations	See notes	n/a	Green Genes	Office Plants	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Plant service was canceled 2/1/12.
ADM 21	Agency Admin Operations	See notes	6/30/12	KPOD	Commission Meetings radio transmission	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract has expired.
ADM 22	Agency Admin Operations	See notes	11/1/11	Mail Finance & possible new contractor	Postage Meter Lease	ADM	See notes	See notes									RETIRED OBLIGATION: Contract has expired.
ADM 23	Agency Admin Operations	See notes	n/a	McCoy's Security (& possibly new contractor)	Security Services for Commission and other public meetings	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Services no longer needed.
ADM 33	Agency Admin Operations	See notes	n/a	Xerox Corporation	Copier - Central Records	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Copy machine cancelled.
FIN 3	Agency Admin Operations	See notes	n/a	Kreuzberg Associates, LLC	Accounting - support	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Costs included in HR 2.
FIN 4	Agency Admin Operations	See notes	n/a	Macias & Gini	Audit	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Costs to be paid by CCSF.
FIN 7	Agency Admin Operations	See notes	n/a	SYMPRO	Investment system maintenance	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Services no longer needed.
FIN 8	Agency Admin Operations	See notes	n/a	CCSF- Controller	Benefits Management System	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Services no longer needed.
HR 1	Agency Admin Operations	See notes	see notes	Employees & related Fringe Benefit payees (Larry Winsten, Vision Service Plan, CalPERS, Local 21, Local 1021, Reliance, Aflac, Infinisource, SFRA, CCSF Health Services, State of California, San Francisco )	Staffing Costs associated with Successor Agency Obligations - Jan - June 2012	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Costs associated with prior ROPS period.
HR 7	Agency Admin Operations	See notes	1/31/12	CCSF/ Others	Commissioners dues/ related expenses/ medical premium	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Benefits no longer provided.
HR 10	Agency Admin Operations	See notes	see notes	Federal and state government	Payroll taxes (includes required payments made under the MOUs with Local 21 and Local 1021)	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Payroll taxes include in Line HR 2.
HR 14	Agency Admin Operations	See notes	see notes	CCSF	Temporary staffing to cover vacant positions	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Included in HR 2.
LGL 2	Agency Admin Operations	See notes	see notes	CCSF, Renee Sloan Holtzman Sakai, Various	Consulting, Legal & investigation for HR	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Included in LGL 1.
RE 1	Subscription to Costar	See notes	5/31/12	Costar Group	Subscriptions to Internet-based software for sold and listed commercial property data	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Services no longer needed.
RE 3	Property Management Maintenance	See notes	n/a	Home Depot/CCSF Contract	Maintenance Supplies	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Services no longer needed.
RE 5	Subscription to Real Quest	See notes	5/31/12	Real Quest, a subsidiary of Core Logic	Subscriptions to Internet-based software for data on sold and listed commercial property data	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Services covered in IT 1.
RE 6	Agency Admin Operations	See notes	n/a	W & W Auto	Vehicle maintenance, repairs, tires	ADM	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Services covered in ADM 9.
BVHP 1	Letter Agreement	See notes	6/1/12	CCSF/OEWD	Letter agreement with OEWD to provide fiscal agent services for the BAYCAT BMA	BVHP	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
BVHP 4	Bayview Hunter Point Project Area historic context statement and building-by-building survey.	See notes	6/30/12	Kelley and VerPlanck	PSC for historic context statement and building by building survey for the Bayview Hunters Point Area	BVHP	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
BVHP 7	Loan Agreement	See notes	4/3/15	SFHDC	Loan agreement with SFHDC for the development of 4800 Third Street	BVHP	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Loan payments disbursed in full.
HPSY 9	Consulting Contract	See notes	1/31/13	Northern California Community Loan Fund ( Phase 1)	New market tax credit and economic advisory services	HPSY	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
HPSY 7	Personal Services Contract	See notes	9/15/10	Renaissance Entrepreneurship Center	Fiscal Agent Fee	HPSY	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
JRI 1	Personal Services Contract with Girls 2000 dba Hunters Point Family	See notes	6/30/12	Girls 2000 dba Hunters Point Family	SFRA Job Readiness Initiative - Southeast	Multiple (BVHP & HPSY)	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
JRI 2	Personal Services Contract with Young Community Developers	See notes	6/30/12	Young Community Developers	SFRA Job Readiness Initiative - Southeast	Multiple (BVHP & HPSY)	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
JRI 3	Personal Services Contract with Goodwill Industries	See notes	6/30/12	Goodwill Industries	SFRA Job Readiness Initiative - Southeast	Multiple (BVHP, Mission Bay & Transbay)	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
JRI 4	Personal Services Contract with San Francisco Conservation Corps	See notes	6/30/12	San Francisco Conservation Corps	SFRA Job Readiness Initiative - Southeast	Multiple (BVHP, Mission Bay & Transbay)	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
JRI 5	Personal Services Contract with Positive Resource Center	See notes	6/30/12	Positive Resource Center	SFRA Job Readiness Initiative - Northeast	Multiple (Mission Bay & SOMA)	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
JRI 6	Personal Services Contract with Asian Neighborhood Design	See notes	6/30/12	Asian Neighborhood Design	SFRA Job Readiness Initiative - Southeast (separate from Asian Neighborhood Design JRI Northeast contract)	Multiple (Mission Bay & Transbay)	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.
JRI 7	Personal Services Contract with Asian Neighborhood Design	See notes	6/30/12	Asian Neighborhood Design	SFRA Job Readiness Initiative - Northeast (separate from Asian Neighborhood Design JRI Southeast contract)	Multiple (Mission Bay, SOMA, & Transbay)	See notes	See notes									RETIRED OBLIGATION (from ROPS I): Contract expired.

Item #	Internal Row #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation as of 6/30/12	Total Due During Fiscal Year 2012-13	Funding Source						Notes	
										LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other		Jan - Jun 2013 Six-Month Total
	MB 8	DTSC #2 Grant for Park P10	See notes	2/4/12	FOCIL MB-LLC	Agreement to use State DTSC grant monies processed through OEWD to reimburse FOCIL for construction of Park P10 and associated infrastructure	Mission Bay South	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Grant completed and paid out in full as of 1/12.
	MB 9	Long Bridge CDBG Grant	See notes	12/31/11	FOCIL MB-LLC	CDBG Grant through MOH for Long Bridge infrastructure - grant funding received from MOH to pay FOCIL	Mission Bay South	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Grant funds received from MOH prior to expiration, paid in January to FOCIL.
	SOMA 1	Office lease for South of Market Project Area Committee	See notes	3/31/12	Mercy Housing	Lease for office and community space for Project Area Committee	SOMA	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Expired Lease
	SOMA 2	Utilities for South of Market Project Area Committee	See notes	n/a	PG & E	Utilities for office and community space for project area	SOMA	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Expired Lease
	SOMA 3	Contract for maintenance of Sixth Street Corridor and alleyways	See notes	2/29/12	MJM Management	Street cleaning, tree maintenance, litter removal, graffiti removal	SOMA	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Contract expired.
	SOMA 7	SOMBA web maintenance	See notes	n/a	Urban Solutions	Web maintenance for the South of Market Business Association	SOMA	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Work Discontinued
	SOMA 9	Letter agreement for design of Alleyways Improvements Phase II	See notes	n/a	Department of Public Works (DPW)	Schematic design and construction documentation for alleyway improvements	SOMA	See notes	See notes								RETIRED OBLIGATION - See SOMA 7. Work will be transferred to DPW.
	SOMA 10	GC- Construction Agreement	See notes	7/1/11	B-Side	Construct Bindlestiff Theater Tenant Improvements	SOMA	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Contract expired.
	SOMA 11	SOMA Alleyways Improvements Phase 2, Arelious Walker stairway, Transbay Terminal train platform	See notes	3/2/12	EMC Planning Group, Inc.	As Needed CALTRANS NEPA environmental review	SOMA/ Transbay	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Contract expired.
	WA 3	Letter Agreement	See notes	2/19/11	CCSF/ Controller's Office	Contract for Administrative A-2 Audit	Western Addition A-2	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Letter Agreement completed.
	CH-25	150 Otis Tax Increment Loan	See notes	6/15/65	150 Otis Associates LP	TI Construction loan for 76 units of supportive housing	Citywide Housing	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Construction loan fully disbursed in FY11-12.
	CH-26	25 Essex	See notes	See notes	Daily Journal	Notice of Hearing	Citywide Housing	See notes	See notes								RETIRED OBLIGATION (from ROPS I): One time expenditure for public notice published in 2011 related to public hearing on 25 Essex St project.
	CH-38	Midori Hotel Tax Increment Loan Agreement	See notes	12/31/66	Midori Housing Corporation	Minor Rehab: Sprinkler System Upgrade	Citywide Housing	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Loan funds fully disbursed.
	CH-40	Homeownership Counseling Letter Agreement	See notes	6/30/12	CCSF/ Mayor's Office of Housing	Homeownership Assistance/Counseling	Citywide Housing	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Contract completed in FY11-12
	CH-42	Corporation for Supportive Housing Personal Services Contract	See notes	4/7/12	The Corporation for Supportive Housing	Technical Assistance Services Contract	Citywide Housing	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Contract expired in April 2012.
	CH-45	Agency Admin Housing Operations	See notes	1/31/12	Tempositions, Inc.	Temp contract for Helene Applegate	Citywide Housing	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Contract complete.
	MBS-2	Mission Bay Developer Contribution for Mayor's Office of Housing Affordable Housing Payment	See notes	see notes	CCSF/ Mayor's Office of Housing	Payment towards affordable housing to off-set loss of CDBG Grant	Mission Bay South	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Obligation was already met
	SOM-5	474 Natoma	See notes	see notes	Terminix	Pest Control	SOMA	See notes	See notes								RETIRED OBLIGATION (from ROPS I): No longer an obligation.
	SOM-6	474 Natoma	See notes	1/31/12	CCSF/ Reproduction and Mail Services	Redline paper	SOMA	See notes	See notes								RETIRED OBLIGATION (from ROPS I): No longer an obligation.
	WA-1	San Francisco Rent Board Letter Agreement	See notes	11/16/11	San Francisco Rent Board	Certificate of Preference Appeal Hearings	Western Addition and BVHP	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Contract completed.
	WA-3	Certificate Of Preference IDA	See notes	7/31/12	EARN	IDA/Savings Program Admin and Training	Western Addition A-2	See notes	See notes								RETIRED OBLIGATION (from ROPS I): No payment going forward in FY12-13.
	WA-4	Certificate of Preference IDA Payments	See notes	See notes	COP Participants	IDA Matching Funds	Western Addition A-2	See notes	See notes								RETIRED OBLIGATION (from ROPS I): No payment going forward in FY12-13.
	WA-9	Limited Equity Resale Program/ Agency-owned unit	See notes	See notes	Law Office of Michael S. Rossoff	1310 Fillmore #410	Western Addition A-2	See notes	See notes								RETIRED OBLIGATION (from ROPS I): Services no longer needed.

Name of Successor Agency: Successor Agency to the Redevelopment Agency of the City and County of San Francisco  
 County: San Francisco

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III) -- Notes (Optional)**  
**January 1, 2013 through June 30, 2013**

Item #	Notes/Comments
1	CCSF contractor. Misc. cleaning outside of CCSF contract. Based on usage; as needed.
2	Air filters for legal library. Should purchase for as long as legal library remains. Based on usage; as needed.
3	Based on usage; as needed.
4	60 mo. lease. Totals include est. taxes.
5	Monthly wireless service. Based on usage; as needed.
6	In addition to Premiums already paid, we need to purchase an Employment Practices Liability - 3 year tail in March. Next year property insurance is purchased through CCSF not BCJPIA; up by 50%.
7	Insurance Pool Agreements, may have claims- related expenses beyond end of contract. Difficult to predict. Paid under the City.
8	This is a place marker for misc. items that may be needed. May require use of city contractors instead of listed vendors. Based on usage; as needed.
9	Longstanding CCSF arrangement; currently have a deposit to pay for fuel. In addition to fuel, moving all fleet servicing to Central Shops. Fleet size has been reduced by 2. Future TBD. Based on usage; as needed.
10	CCSF Service Agreement Budget estimate is \$40,798. Based on usage; as needed.
11	Current lease is based on reduced square footage but in contract until 2017.
12	Mail and printing services. Based on usage; as needed.
13	No contract. As needed services.
14	For Real Estate related RFP/RFQs. Based on usage; as needed.
15	Ongoing records storage agreement. Quarterly charges paid in advance. Expect \$9,000 by end of FY. May increase due to removal fees. Based on usage; as needed.
16	Misc - gas, travel, etc. Allocated approximately \$200/employee. Based on usage; as needed.
17	Will change to City contractor. Based on usage; as needed.
18	Agency Fleet and Director's vehicles. Includes possible increase in fees. Based on usage; as needed.
19	May increase-due to removal fees-if boxes are removed.
20	May need to purchase more ink, as needed.
21	Messenger services, as needed.

Exhibit A-4: Notes

22	Includes oversight office expenses. Currently using OCA's Purchase Order. Will need to reimburse. As needed.
23	Maintenance contract for copiers.
24	Maintenance contract for copiers.
25	Contract for color copier.
26	Printing supply and maintenance agreement. May need to use CCSF contract/vendor. Based on usage; as needed.
27	Assumes renewal of Urban Lands, NAHRO and SF Chronicle. Based on usage; as needed.
28	Postage deposit. Postage will be processed by Mail Repro. Based on usage; as needed.
29	No contract. Anticipated need for valuation. Previous study completed by Bartel; may need if we must determine Calpers liability. Based on usage; as needed.
30	Admin, HR, and fiscal support from GSA/City Administrator's office. Based on usage; as needed.
31	Based on usage; as needed.
32	Annual accounting system maintenance. Based on usage; as needed.
33	PLACEHOLDER FOR FUTURE ROPS: Per AB-26 requirement. Based on usage; as needed.
34	PLACEHOLDER FOR FUTURE ROPS: No payment for FY 12/13. Costs based on prior years. Future costs anticipated beginning FY 13/14.
35	\$180K Property coverage, \$50K services. Based on usage; as needed.
36	Ongoing staffing costs associated with Successor Agency obligations for Fiscal Year 12/13. Includes staffing costs related to South Beach Harbor.
37	Employer contributions. Based on usage.
38	PLACEHOLDER FOR FUTURE ROPS: In the event the contract is canceled, an actuarial study will be required to determine actual liability.
39	PLACEHOLDER FOR FUTURE ROPS: In the event the contract is canceled, an actuarial study will be required to determine actual liability.
40	Anticipate using current time billing system through FY 13-14. Month to month agreement. Based on usage; as needed.
41	For payouts to employees for severance and leave. Based on usage; as needed.
42	Ongoing retiree medical costs. Based on usage; as needed.
43	Ongoing funding of OPEB liabilities. Based on usage; as needed.
44	TBD Premium plus taxes and additional fees based on payroll. Not a contract.
45	Anticipated payments for licenses and dues per MOUs. Approx. \$500/employee.
46	Anticipated employee reimbursements under MOA. Approx. \$500/employee.
47	Various contracts, software and maintenance agreements, and supplies needed for ongoing operations. Based on usage; as needed.

Exhibit A-4: Notes

48	Legal services for AB 26 related work. Based on usage; as needed.
49	No contracts. Ongoing expenses related to legal dues, subscriptions, and certifications.
50	Contract ends 6/30/14. Can be cancelled. Special pricing for Westlaw, online research, and printed subscriptions. Other printed subscriptions that's not part of package can be cancelled anytime.
51	Misc Property Management for Agency-owned properties on an as-needed basis.
52	This is a panel of approximately 12 appraisers. Each has a personal services contract with varying start dates, depending on when assignments were given. The panel expires on 12/31/12 but the Successor Agency intends to issue a new RFP for a new panel before the current panel expires.
53	Property management costs for Agency/City-owned parcels. Contract expires 3/31/13. Agency expects to issue new RFP and continue the contract. Previously BVHP 9.
54	These outstanding agreements are enforceable obligations and are part of the Successor Agency's project work. They require the Successor Agency to issue a certificate of completion when requested. This work will require staff time of the Successor Agency to complete.
55	PLACEHOLDER FOR FUTURE ROPS: SFRA used housing funds to pay FY 09-10 SERAF payment; outstanding balance of \$16.483M must be repaid to LMIHF by 2015 per state law.
56	PLACEHOLDER FOR FUTURE ROPS: One time annual payment in Aug/Sept; last year of contract (FY 13-14) is extension option at discretion of E.D.
57	PLACEHOLDER FOR FUTURE ROPS: As-needed basis.
58	PLACEHOLDER FOR FUTURE ROPS: Final year payment for Nov 2012 - Nov 2013 to be paid in Nov 2012. Contract extension anticipated.
59	This grant and the grant funds in Item 60 are part of a combined capital improvement project that includes other public funding sources, including federal funds. The SFRA funds were used as a local match to a federal Dept. of Transportation grant for the a portion of the project. The Opera House is a city-owned facility in danger of being red-tagged for seismic concerns, lack of ADA upgrades, and overall structural issues. The Arts Commission is expected to draw-down half of the \$400,000 grant in 2012 and the balance in 2013.
60	See notes for Item 59. The San Francisco Municipal Transportation Authority is expected to draw down the \$785,000 grant by June 2013. This transportation investment is required to be provided as local funding for implementation of the neighborhood component of the federal Choice Neighborhood Initiative Grant.
61	This is a contingent liability arising out of an indemnification agreement signed by the Agency, SFCIF and SFCIF SUB CDE 1. The liability ranges from 2.47 - 4.7 million based upon the time of occurrence. The liability is only triggered under 4 limited circumstances as described in the Indemnity Agreement.
62	PLACEHOLDER FOR FUTURE ROPS: Neighborhood/economic development programs totaling \$5,409,977 required to be provided as local match for implementation of the Neighborhood component of the federal Choice Neighborhood Initiative Grant (as described in Item 123.03). Contracts include JRI and other job development work, economic development like SF Shines and neighborhood housing and transportation.
63	Property maintenance costs for Agency owned parcel.
-	PROPOSED FOR DELETION: See Item 53.
-	PROPOSED FOR DELETION: Office closed down 6/30/12.
64	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. This asset will be included in the Successor Agency's property management plan.
65	This item and the payments listed in Items 65.01 - 65.08 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.
65.01	Total outstanding debt as of 6/30/2012 is equal to \$619,362, and is captured within the amount listed under the Phase 1 DDA Item 65. 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.

Exhibit A-4: Notes

65.02	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.
65.03	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.
65.04	Total outstanding debt as of 6/30/2012 is equal to \$230,000 and is captured within the amount listed under the Phase 1 DDA Item 65. A Site Office/ Administrative Services and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services.
65.05	Total outstanding debt as of 6/30/2012 is equal to \$1,000,000, and is captured within the amount listed under the Phase 1 DDA Item 65. The creation of a Quasi-Public Entity ("Legacy Foundation for BVHP"), a Community Benefits Budget, and transfer of such funds to the Legacy Foundation for BVHP are required by the Phase 1 DDA Attachment 23 Sections 2. Establishment of a Quasi-Public Entity and 3.2 Community Benefits Budget. A fiscal agent contractor has not been identified for the program to be funded and therefore the funds have not been disbursed. The funds are anticipated to be disbursed in a future ROPS period.
65.06	Total outstanding debt as of 6/30/2012 is equal to \$233,000, and is captured within the amount listed under the Phase 1 DDA Item 65. Security Services are required by Phase 1 DDA and the HPS Conveyance Agreement, Interim Lease, 6.5 Security Services. Future contract amendments of \$540,000 anticipated in January 2013, FY13-14, and post 2014.
65.07	Total outstanding debt as of 6/30/2012 is equal to \$8,925, and is captured within the amount listed under the Phase 1 DDA Item 65. Per Phase 1 DDA Vertical DDA, specialized insurance consulting. Contract has not actually completed; Successor Agency will be advancing the \$9,000 remaining in the contract to the Jan - June 2012 period. Invoices previously anticipated to be paid in July to December 2012 will be instead be paid in January - June 2013. .
65.08	Pursuant to HPSY Phase 1 DDA Item 65, developer and/or the Successor Agency are required to fund or provide security and property management services. Services are procured on an as-needed basis.
66	<p>This item (previously HPSY 37) and the payments listed in Items 66.01 - 66.18 relate to the enforceable obligations 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. 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 sublines following this master line in future ROPS.</p> <p>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 66 and that the successor agency will pay for qualified project costs over the term of the Phase 2 DDA.</p>
66.01	Total outstanding debt as of 6/30/2012 is equal to \$107,265, and is captured within the amount listed under the Phase 2 DDA Item 65. 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. Due to delays and invoice timing, funds programmed for July-Dec have been shifted to the Jan - Jun period
66.02	Total outstanding debt as of 6/30/2012 is equal to \$1,091,058, and is captured within the amount listed under the Phase 2 DDA Item 66. These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date. Future contract amendments anticipated: \$300,000 in FY 12-13; \$490,000 in FY13-14; and \$300,000 post 2014.
66.03	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 66 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources.
66.04	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 66 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.
66.05	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 66 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.
66.06	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 66 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.
66.07	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.

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66.08	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 66 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.
66.09	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 66 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.
66.10	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.
66.11	Total outstanding debt as of 6/30/2012 is equal to \$381,212, and is captured within the amount listed under the Phase 2 DDA Item 66. The costs of consultant services and fees associated with pursuing alternative forms of financing are authorized under the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing. These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date. Future contract amendment to provide specialized legal services primarily related to public trust and state park issues for the Hunters Point Shipyard Phase 2 - Candlestick Point project in the amount of not to exceed \$300,000 is anticipated.
66.12	Total outstanding debt as of 6/30/2012 is equal to \$758,820, and is captured within the amount listed under the Phase 2 DDA Item 65. The Phase 2 DDA Sections 6.1 Trust Exchange and 6.2.1 CP State Park Site, places a legally binding obligation on the Agency to, "effectuate the planned consolidation and reconfiguration of lands within the Project Site (HPS and Candlestick Point "CP") that are or may be held subject to the public trust" under the jurisdiction of the State Lands Commission, and or the California Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. Future contract amendment to provide specialized legal services primarily related to public trust and state park issues for the Candlestick Point - Hunters Point Shipyard Phase 2 project in the amount of not to exceed \$600,000 is anticipated.
66.13	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.
66.14	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.
66.15	Total outstanding debt as of 6/30/2012 is equal to \$7,000,000, and is captured within the amount listed under the Phase 2 DDA Item 66. Anticipated land acquisition costs per Park Exchange Agreement. Land acquisition not anticipated to occur before December 2012; will likely occur in a future ROPS period.
66.16	Application fee for TIFIA loan application, pursuant to the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing. The total application fee is equal to \$50,000 and is captured within the amount listed under the Phase 2 DDA Item 66. Once fee is paid, this Item will be removed from future ROPS.
66.17	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.
66.18	Total outstanding debt as of 6/30/2012 is equal to \$166,666, and is captured within the amount listed under the Phase 2 DDA Item 66. The costs of consultant services and fees associated with pursuing alternative forms of financing are authorized under the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing.
67	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.
68	FEDERAL GRANT FUNDS: This item and the payments listed in Items 68.01 - 68.21 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".
68.01	Total outstanding debt as of 6/30/2012 is equal to \$99,100, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. 10% local match to be funded by RPTTF.
68.02	Total outstanding debt as of 6/30/2012 is equal to \$75,823, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.03	Total outstanding debt as of 6/30/2012 is equal to \$9,239, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.

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68.04	Total outstanding debt as of 6/30/2012 is equal to \$50,198, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.05	Total outstanding debt as of 6/30/2012 is equal to \$35,361, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.06	Total outstanding debt as of 6/30/2012 is equal to \$24,001, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.07	Total outstanding debt as of 6/30/2012 is equal to \$91,466, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.08	Total outstanding debt as of 6/30/2012 is equal to \$191,206, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.09	Total outstanding debt as of 6/30/2012 is equal to \$13,307, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
68.10	Total outstanding debt as of 6/30/2012 is equal to \$2,100, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in July 31, 2014. 10% local match to be funded by RPTTF.
68.11	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 future contract is an enforceable obligation and will provide for the installation of public art. A contractor will be selected during a future ROPS period. 10% local match to be funded by RPTTF.
68.12	Total outstanding debt as of 6/30/2012 is equal to \$600,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract is for the development of an innovation technology center. 10% local match to be funded by RPTTF.
68.13	Total outstanding debt as of 6/30/2012 is equal to \$1,100,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract is for the development of an innovation technology center. 10% local match to be funded by RPTTF.
68.14	Total outstanding debt as of 6/30/2012 is equal to \$65,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract is for the development of an innovation technology center. 10% local match to be funded by RPTTF. 10% local match to be funded by RPTTF.
68.15	Total outstanding debt as of 6/30/2012 is equal to \$180,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. 10% local match to be funded by RPTTF.
68.16	Total outstanding debt as of 6/30/2012 is equal to \$450,000, and is captured within the amount listed under the EDA Grant Agreement Item 68. Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. Contract extension anticipated by 6/30/12. 10% local match to be funded by RPTTF.
68.17	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF.
68.18	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF.
68.19	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. Consultant has been selected but contract has not begun. 10% local match to be funded by RPTTF.
68.20	All Site Office/administrative services, and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services. Pursuant to HPSY Conveyance Agreement with U.S. Navy. 10% local match to be funded by RPTTF.
68.21	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.
69	STATE GRANT FUNDS: This item relates to the enforceable obligations under a CALReUSE grant from the State for lead/asbestos (brownfield) abatement.
-	PROPOSED FOR DELETION: Vendor/consultant not yet selected.
-	PROPOSED FOR DELETION: Vendor/consultant not yet selected.

Exhibit A-4: Notes

70	This item and the payments listed in Items 70.01 - 70.05 below relate to the 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.
70.01	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.
-	PROPOSED FOR DELETION: The contract will be assumed by the tenant, SFPD.
70.02	Pursuant to HPSY Conveyance Agreement with U.S. Navy. Lease payments from SF Police Department. The lease is on a month-to-month basis.
70.03	Pursuant to HPSY Conveyance Agreement with U.S. Navy; Reimbursed by developer. The lease is on a month-to-month basis.
70.04	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.
70.05	Pursuant to HPSY Conveyance Agreement with U.S. Navy. This funds the McCoy's security contract in Item 65.06
71	Total outstanding debt as of 6/30/2012 is equal to \$80,000. The creation of an Interim African Marketplace is required by the Phase 1 DDA Attachment 24B Section 4. Interim African Marketplace, and the Phase 1 DDA Community Benefits Agreement Section 5. Interim African Marketplace. A consultant has not yet been selected.
72	Construction placement services for the ongoing projects in Mission Bay per the Mission Bay OPAs requirements to meet MBE/WBE employment obligations.
73	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. Assumes draws from tax increment and existing bond proceeds during next six months. New bond issuances anticipated in future periods, may be accelerated to this period. Total Outstanding Debt or Obligation reflects the total estimated under the OPA with FOCIL-MB, LLC, which is paid both from Bond Proceeds and Tax Increment, and from CFD Bond Proceeds. Total outstanding obligation may increase. Successor Agency has estimated how much will be reimbursed through Reserve Balance, but if reserve balance is inadequate to pay infrastructure costs, Successor Agency will utilize Bond proceeds.
73.01	
74	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. 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. Debt Service payments are an obligation of the MBN Tax Increment Allocation Pledge Agreement, but the actual payments are shown in Items 219 - 222.
75	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. Assumes a new bond issuance. Total Outstanding Debt or Obligation reflects the total estimated under the OPA with FOCIL-MB, LLC, which is paid both from Bond Proceeds and Tax Increment, and from CFD Bond Proceeds. Total outstanding obligation may increase.
76	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. 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. Debt Service payments are an obligation of the MBS Tax Increment Allocation Pledge Agreement, but the actual payments are shown in Items 223 - 226.
77	OPAs allow Successor Agency to access TI or direct developer fees to reimburse Agency Costs - based on T&M for costs allowed by the OPAs. Successor Agency has budgeted \$1,200 in Reserve Account funds for Agency Costs for FY 2012-2013. As it is uncertain if the \$1200 will be used during this current Jan-June 2013 ROPS or the previous July-Dec 2012 ROPS, it is shown in both. The total amount will not exceed \$1,200.
78	Service is obligated and funded through CFD and TI funds through increment collected through 2043 to ensure the appropriate expenditures for infrastructure per the OPAs and CFDs. It is a long-term obligation, that does not have an existing contract for the entire time. As a result, the ultimate total amount that will be obligated to this item cannot be estimated. Successor Agency has estimated how much will be reimbursed through Bond Proceeds, but if additional tax increment is received, as allowed by the Mission Bay Tax Allocation Pledge Agreements, RPTTF will be used to reimburse.
79	The Mission Bay Redevelopment Plans require projects with over 25K in commercial space to pay 1% of hard costs for public art, so the Successor Agency will receive an unknown amount of additional funds to expend consistent with the Redevelopment Plans. The Successor Agency has approximately \$985,485 set aside in savings (approx \$377,105.82 in SFRA accounts as of 10/11) and escrow accounts for public art and fees that can only be used for Art Project due to nexus requirements. An additional \$165,000 in new fees are anticipated as development occurs.
80	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 agreement, the developer must start construction by March 2, 2014. Once construction has begun, the developer has about two years to complete construction. If the developer does not begin construction by March 2, 2014, the agreement will automatically terminate.
-	PROPOSED FOR DELETION: Contract expired 6/30/12.

Exhibit A-4: Notes

-	PROPOSED FOR DELETION: Contract expired 6/30/12.
-	PROPOSED FOR DELETION: Funds transferred August 2012.
-	PROPOSED FOR DELETION: Contract expired 12/31/12.
81	Many of the tenant and façade improvement loans were forgivable loans over a set number of years. Issues often arise regarding subordination, transfer, etc. that will require legal advice on an as-needed basis.
82	These loans agreements are enforceable obligations and are part of the Successor Agency's project work. They will require staff time of the Successor Agency to implement and close-out.
83	Outstanding balance for services rendered in August 2011.
-	PROPOSED FOR DELETION: Contract expired.
84	This is a 3-year contract for design services related to the Implementation Agreement that will extend beyond that period because of the Transit Center development timeline.
85	Tax increment from the Sale of the State-Owned Parcels will likely be generated in 2013, after the sale of Blocks 6/7 is completed. Total outstanding obligation is in constant dollars and may increase as parcels are developed.
85.01	Outside services required to make sure the highest price is received for the sale of the state-owned parcels. Contracts or purchase orders to be executed on an as-needed basis. Enforceable pursuant to the federally backed Tax Increment and Sales Proceeds Pledge Agreement and the Implementation Agreement. Previously TRAN 5.
85.02	Work order for detailed review of the DDAs for the sale of state-owned parcels on an as-needed basis. Enforceable pursuant to the federally backed Tax Increment and Sales Proceeds Pledge Agreement. Previously TRAN 6.
86	Estimated public improvement costs necessary to implement the redevelopment plan, specifically the Transbay Streetscape and Open Space Concept Plan. Contracts to be entered into in future. Timing and amount of payments depends on contract execution dates. The listed Total Outstanding Debt or Obligation of \$80,000,000 is a present value figure that can also be expressed as \$297,000,000 in future dollars.
86.01	Future reconfiguration of the Folsom-Fremont Off-ramp to make Block 8 a developable parcel. Enforceable under the Implementation Agreement (Item 86). The total amount of design and construction will be approximately \$3,300,000 payable at execution of contract either before or after December 31, 2012 depending on the time of contract execution.
86.02	Future Letter Agreement with DPW to coordinate various stages of design review for the Streetscape and Open Space designs being prepared under contract by CMG Landscape Architecture.
86.03	Future 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 pursuant to the enforceable Implementation Agreement (Item 86). Timing of payment dependent on contract execution date.
86.04	Work order for the City Attorney's office to provide legal advice for various activities pursuant to the Implementation Agreement on an as-needed basis (Item 86).
86.05	Timing of payments dependent on contract execution dates.
-	PROPOSED FOR DELETION - Membership paid for out of admin line item.
86.06	Food and beverage for monthly CAC meetings and public meetings for infrastructure improvements on an as-needed basis.
86.07	Recruiting efforts to diversify Transbay CAC and public outreach on development projects in Transbay on an as-needed basis.
86.08	Pursuant to the Implementation Agreement, a contract is anticipated with MJM Management to assist with formation of the Rincon Hill Transbay CBD.
86.09	Pursuant to Implementation Agreement, as-needed consultant and advisory services for implementation of Transbay Plan.
87	Construction placement services for ongoing projects in Transbay pursuant to the Tax Increment and Sales Proceed Pledge Agreement and Implementation Agreement (Item 85).
-	PROPOSED FOR DELETION - Contract expired.

Exhibit A-4: Notes

88	The contract pays operator \$1000/month to manage the garage. Garage revenues pay for this management fee and all garage expenses. Amount represents \$23,600/month in reimbursements, \$14,400 in CAM charges, and \$6,000/month in taxes. Amounts paid with garage revenues; operator must be reimbursed for any deficits every six months. These amounts assume that the Successor Agency continues to own the garage, and that the current contract is extended.
88.01	Operator must be reimbursed for any deficits every six months. This amount is an estimated based on past garage performance.
88.02	Operator is required under the Management Agreement to set aside \$4,000/month in garage revenues to fund an operating and capital reserve. This reserve is currently under-funded by about \$160,000.
89	Estimated amounts required to cover any maintenance costs, closing costs, including appraisals, on three Agency-owned properties.
90	Work order for the City Attorney's office to provide legal advice and review of transaction documents for Agency-owned assets.
91	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage and close-out. The agreement does not terminate until the Successor Agency has been paid in full for the land and has issued a certificate of completion. Work includes asset management, landlord responsibilities, and property management.
91.01	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes tenant management, real estate transactional work, and mediation.
91.02	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes budget negotiations, analysis of common area maintenance charges, property management, and mediation. This agreement includes automatic 10-year extensions unless rescinded by owners in writing.
91.03	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 parcel. If FDC defaults on these payments, the Agency, as owner of the commercial parcel is responsible for paying any outstanding CAM charges. In February 2012, the City received a "Delinquency Notice and Notice of Intent to Lien" from the homeowners association for an outstanding CAM charges on the commercial parcel in the amount of \$66,740. In April 2012, FDC paid \$13,000 towards the outstanding balance; however, staff believes the delinquent amount may increase over the next several months. Previously WA 2.
92	This \$7.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
93	This \$2.6 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
94	This \$624,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
95	This \$290,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
96	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.
97	This \$1.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
98	The OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement, monitor, and close-out. Project is currently on hold pending resolution of a legal challenge.
99	Project is currently under construction. The OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement, monitor and close-out.
100	This enforceable obligation allows for development of the classroom and gymnasium in phases and gives the JCHS until April 2018 to complete construction of both facilities (JCHS plans to start construction on the gym in 2013.). Staff time will involve design review, EOP compliance, and overall DDA management for each stage of construction. Additionally, the DDA has long-term community benefits regarding the use of the gym that survives the termination of the OPA. It will require staff time of the Successor Agency to implement.
101	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.
102	Pursuant to an operating agreement, the Agency provides funding to MoAD for operation, maintenance, and tenant improvements related to the museum. Operations funding for FY 2012/13 is \$500,000, paid quarterly. Additionally, the Successor Agency has set-aside \$303,000 in capital funding for MoAD, which may or may not be paid out in July - Dec 2012. Any capital funds not disbursed in July - Dec 2012 will be carried forward to Jan - June 2013.
103	Payment of NOI to City paid with garage revenues. This payment is made every 6 months (in Feb & Aug) and is a portion of the total debt service for the Bonds, which mature on 9/1/18. Source of funds is garage revenue.

Exhibit A-4: Notes

104	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).
105	SEPARATE ACCOUNT EXPENSE: YBG Capital expenditures are made pursuant to MJM Management Group's Contract (Line YB 6) and reimbursed from the Separate Account Capital Reserve Fund by the Successor Agency. The obligation to make capital repairs and replacements continues for as long as the Successor Agency owns YBG. Long-term estimated capital costs (\$30 million +/-) have been projected out to FY 2031/32. Any unused funds remaining in the July - Dec ROPS will be carried forward into the Jan - June ROPS. Source of funds: primarily lease revenue.
106	SEPARATE ACCOUNT EXPENSE: Pursuant to the contract, MJM is also authorized to perform capital improvement work at the Gardens. Source of funds: Lease revenue.
107	SEPARATE ACCOUNT EXPENSE: The Successor Agency owns the museum building and has a 25-year operating agreement with a non-profit to operate the museum. The payments listed for FY 2012/13 should remain the same. However, any funding going forward is subject to further analysis and availability of funds. The Successor Agency is in the process of reviewing the YBG Separate Account and the projected revenue necessary to fund future capital improvements required to properly maintain the gardens and its buildings. It is very possible that the Successor Agency will need to cut back operating expenses in the future in order to adequately fund future necessary capital improvements in YBG over the next 10 years. Source of funds: Lease revenue.
108	SEPARATE ACCOUNT EXPENSE: 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. Unlike the previous ROPS, the payments listed assume all extension periods are exercised.  Funding beyond FY 2012/13 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. Source of funds: Lease revenue.
109	SEPARATE ACCOUNT EXPENSE: This contract is for programming events in YBG public open space. The initial term (FY 2000/01) was for one year. The contract allows for ongoing two-year extensions and the current two-year term expires on July 11, 2013. The amounts listed in the ROPS are calculated through July 11, 2013, however, at this time, the Successor Agency anticipates future extensions of the contract term. YBA&E's annual \$75,000 subsidy is paid quarterly as follows: Qtr 1 40% (\$30,000); Qtr 2 20% (\$15,000); Qtr 3 20% (\$15,000); and, Qtr 4 20% (\$15,000). Funding beyond FY 2012/13 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. Source of funds: Lease revenue.
110	SEPARATE ACCOUNT EXPENSE: CBD terminates in 2015. The Tax Collector collects the assessment via secured property tax bills issued annually and passes the assessment on to the CBD. Source of funds: Lease revenue.
111	SEPARATE ACCOUNT EXPENSE: The City and the Successor Agency's YBG properties are covered under the City's insurance policy. The City bills us annually for our share of YBG insurance coverage. The amount due in FY 2013/14 includes the FY 2013/14 payment, in the unlikely event that payment is not processed in the current FY. Source of funds: Lease revenue.
112	Work order for the City Attorney's office to provide legal advice for various activities pursuant to the YBG & YBC leases, operating agreements, and other legal issues/documents related to Successor Agency-owned assets (previous and current) and other properties in YBC on an as-needed basis. Any unused funds remaining in the July - Dec ROPS will be carried forward into the Jan - June ROPS.
113	In addition to a new residential tower and rehabilitation of a historically important building, the ENA also provides for significant public benefits, including: the developer's construction of the core and shell of a 35,000-40,000-square-foot museum for The Mexican Museum; a \$5,000,000 endowment for The Mexican Museum; a 28% housing in-lieu payment; and the purchase of the Jesse Square Garage. Pursuant to the ENA, Successor Agency staff is required to negotiate transaction documents and work with developer and The Mexican Museum to obtain regulatory approvals for the project. Staff costs are covered by developer reimbursements, and included in Item 36 as "Other".
113.01	Amendment to MOU anticipated to provide an additional \$100,000 to The Mexican Museum for implementation of its predevelopment plan for the new museum to be constructed as part of the 706 Mission Mixed-Use project, for a total contract amount of \$920,000. Funding source is a developer payment made to the Successor Agency pursuant to the 706 Mission ENA.
113.02	This ENA provides negotiations between the Successor Agency and The Mexican Museum for the Museum's participation in the 706 Mission Mixed-Use Project. The ENA is part of the Successor Agency's project work, and will require staff time of the Successor Agency to implement. Contract end date assumes a six-month extension of the agreement from 12/31/12 to 6/30/13.
113.03	Predevelopment and construction funding for a new museum as part of the planned 706 Mission Mixed-Use Project. This is in addition to an \$800,000 grant The Mexican Museum received from the California Cultural and Historical Endowment for predevelopment and planning costs related to the new museum. Approval of a second grant disbursement agreement to cover architectural expenses is anticipated during this ROPS period. FY 12/13 total is \$1,000,000; \$500,000 from the July - Dec ROPS is being carried forward to the Jan - June ROPS as the payment may not be made prior to Dec 31, 2012. Previously YB 1.
114	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.
115	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.
116	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.

Exhibit A-4: Notes

117	The LDA, and related easement agreements, is an enforceable obligation. It will require ongoing staff time of the Successor Agency to monitor these agreements.
118	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 and working with the museum to convey the Successor Agency's airspace parcel (located above the museum's parcel) to the museum.
119	The REA is an enforceable obligation. It will require ongoing staff time of the Successor Agency to monitor and implement.
120	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.
121	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.
122	Loan agreement funding development of supportive housing for formerly homeless; payments in FY 12/13 for construction.
123	PLACEHOLDER FOR FUTURE ROPS: Pursuant to HPSY Phase 2 DDA, obligation to provide capital funding to rebuild Alice Griffith Public Housing development; 2017 is contract expiration date, per federal Choice Neighborhood Initiative obligation; \$62M is the estimated total Agency contribution; obligation is for actual cost including cost overruns, therefore may be higher. Portion of \$62+M to come from HPSY-II/BVHP-CP Tax Increment Pledge Agrmt and Funding for Replacement Housing Obligation.
123.01	Loan agreement of \$3M part of Agency's overall obligation (estimated at \$62+M, as described on Item 123 above) for predevelopment activities for Phase 1 of Alice Griffith Public Housing revitalization project.
123.02	PLACEHOLDER FOR FUTURE ROPS: HUD Choice Neighborhood Grant requires Agency contribution of matching funds, to be used for capital funding to rebuild Alice Griffith Public Housing. \$13.95M required per CNI application; part of Agency's overall obligation (estimated at \$62+M) as described on Item 123 above. Contract for construction funding to be executed to fulfill enforceable obligation per CNI application.
123.03	FEDERAL GRANT FUNDS: HUD Choice Neighborhood Initiative Grant; Agency/City to act as fiscal agent for grant proceeds. Balance of funds to be used after June 2013. Funds have not yet been drawn down from HUD.
123.04	Predevelopment loan for senior housing project. Original loan amount was \$684,000. Developer has requested an additional \$3.2 million predevelopment loan funds to complete the predevelopment phase, for a total loan amount of \$3,884,000. Project constitutes the first phase of the Alice Griffith revitalization, and as such, serves as a required deliverable of the Federal CNI grant. Under Article 3, Section D4 of the CNI grant agreement, the grantee must start housing rehabilitation or construction of the first-phase deliverable within 18 months of the grant agreement date.
123.05	PLACEHOLDER FOR FUTURE ROPS: Estimate \$20 million in funding needed for construction of senior housing project. Project constitutes the first phase of the Alice Griffith revitalization, and as such, serves as a required deliverable of the Federal CNI grant. Under Article 3, Section D4 of the CNI grant agreement, the grantee must start housing rehabilitation or construction of the first-phase deliverable within 18 months of the grant agreement date. Contract for construction funding to be executed to fulfill enforceable obligation of CNI agreement.
-	PROPOSED FOR DELETION: BEGIN grant fully expended.
-	PROPOSED FOR DELETION: HUD EDI grant fully expended.
124	STATE GRANT FUNDS: State grant for down payment assistance; funds will be used until last unit is sold. Extension of grant agreement in process.
125	Down payment assistance required in order to fulfill seller's obligation under Bay Oaks DDA; funds will be used until last unit is sold. Source of funds is taxable bond proceeds pursuant to bond covenants requiring use of proceeds for redevelopment purpose and allowable under Health and Safety Code 34176(g).
126	Loan agreement for development of affordable homeownership housing; expenditures in ROPS period reflect post-construction marketing activities; Loan term ends at repayment of loan once all units are sold.
127	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
128	Loan for construction of Phase 1 of new affordable housing as part of revitalization of Hunters View public housing project. Construction on Phase 1 through mid-2013.
129	Loan for construction of infrastructure improvements for Phase 1 of new affordable housing as part of revitalization of Hunters View public housing project. Construction on Phase 1 through mid-2013.
130	Program delivery funding for DPW staff time required to oversee infrastructure and construction activities at Hunters View project. Increasing contract amount by \$2.125 million to be paid from LMIHF fund balance; \$1.3 million for FY12-13. Enforceable obligation is pursuant to Item 129 above.
131	PLACEHOLDER FOR FUTURE ROPS: Agency and City co-funded Hunters View; Agency loan for Phase 1 was for construction funding (See lines above); City's funding is structured as permanent loan, coming in at end of construction and paying down portion of Citibank's construction loan. Agency guaranteed the Citibank/take-out portion of City's loan. Funds encumbered to contract; would be drawn down if City did not provide \$9,651,762.

Exhibit A-4: Notes

132	Loan for construction of Phases 2 & 3 of new affordable housing as part of revitalization of Hunters View public housing project.
133	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
134	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
135	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
136	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including utilities. Funds not encumbered in advance; obligation continues until unit sold.
137	Limited Equity Program contracts require Agency to provide payoff estimates to homebuyers who are selling their unit. Estimate of funds needed for processing payoff requests.
138	Limited Equity Program contracts require Agency to provide payoff estimates to homebuyers who are selling their unit. Estimate of funds needed for processing payoff requests.
139	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including utilities. Funds not encumbered in advance; obligation continues until unit sold.
140	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
141	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
142	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
143	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
144	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
145	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.
146	Estimate \$20 million in funding required for construction of housing to satisfy Replacement Housing Obligation. \$1 million to be funded by the real property tax trust fund in FY12-13 for predevelopment to satisfy enforceable obligation.
147	PLACEHOLDER FOR FUTURE ROPS: Balance owed on acquisition price when SFRA bought parcel from CCSF; to be determined if it needs to be repaid through Central Freeway final net shortfall calculation.
148	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
149	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
150	PLACEHOLDER FOR FUTURE ROPS: Agency provided guarantee of Citibank's construction loan in the event that State MHP funding did not come in.
151	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
152	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
153	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
154	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
155	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.

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156	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
157	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
158	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
159	Loan to provide funding for development of 70 units of family rental housing. Contract date ends on 70th anniversary of recordation of Deed of Trust on leasehold estate. Not yet recorded- to be recorded when Memo of Ground Lease and construction start.
160	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including property taxes. Funds not encumbered in advance. Total outstanding obligation approximately \$100,000 annually until units are sold.
161	Agency Limited Equity Program Declaration of Restrictions for first time homebuyers requires reimbursement to homeowners selling their unit for certain capital improvements. Estimate of payments in each time period, actual cost depends on number of owners selling homes.
162	Property management contract used to clean agency-owned homeownership units prior to resale. Ongoing obligation to maintain units until sold. Total outstanding obligation dependent on variable annual cleaning costs and timing of unit sales.
163	Program delivery costs for housing enforceable obligations: Estimated amounts required to cover any unanticipated closing costs, including appraisals, on previously approved projects.
164	Program delivery costs for housing enforceable obligations: Public Notices are required for certain actions taken regarding LMIHF assets/properties, i.e. disposition of properties purchased from LMIHF.
165	Program delivery costs for housing enforceable obligations: Ongoing property maintenance costs for real estate properties that are assets of the LMIHF.
166	Program delivery costs for housing enforceable obligations: Estimated amounts for environmental review services needed to meet CEQA requirements for obligated projects.
167	Program delivery costs for housing enforceable obligations: Represents staffing cost (both and indirect) necessary to support housing projects and obligations shown on FY12-13 ROPS in excess of available Low-Mod Fund balances.
168	Program delivery costs for housing enforceable obligations: Represents staffing cost (direct and indirect) necessary to support housing projects and obligations shown on the ROPS in excess of available Low-Mod Fund balances.
169	Program delivery costs for housing enforceable obligations: Represents staffing cost (direct and indirect) necessary to support housing projects and obligations shown on the ROPS in excess of available Low-Mod Fund balances.
170	Program delivery costs for housing enforceable obligations: Represents staffing cost (direct and indirect) necessary to support housing projects and obligations shown on the ROPs, including contract compliance and wage compliances services from CCSF departments, in excess of available Low-Mod Fund balances.
171	Agency Limited Equity Program Declaration of Restrictions for first time homebuyers requires reimbursement to homeowners selling their unit to ensure no loss of downpayment and to ensure sales price covers closings costs. Estimate of payments in each time period, actual cost depends on number of owners selling homes at a price which does not cover original downpayment and closing costs.
172	Estimated \$2.2 million in funding for predevelopment activities for Habitat for Humanity first time homebuyer housing using existing tax-exempt bond proceeds pursuant to bond covenants requiring use of proceeds for redevelopment purpose and allowable under Health and Safety Code 34176(g). Will use Excess Bond Proceeds for this loan.
173	PLACEHOLDER FOR FUTURE ROPS: 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; required payments of housing set-aside to LMIHF. Obligation remains until affordable housing obligation is fulfilled. *see footnote
174	PLACEHOLDER FOR FUTURE ROPS: 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, and an unspecified portion from BVHP Housing Obligation, SOI at p. 52, over life of project); required payments of housing set-aside to LMIHF. Binding agreements per § 34171 (d) (1)(E));7 (amts owing to LMIHF, §34171 (d) (1)(G). Formerly BVHP-1.*see footnote
175	PLACEHOLDER FOR FUTURE ROPS: Pledge of Property Tax Revenues 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); required payments of housing set-aside to LMIHF; binding agreements per § 34171 (d)(1)(E)) 7 (amts owing to LMIHF, §34171 (d) (1)(G). Upon completion of housing program in MB-North, tax increment then pledged to housing program in MB-South. *see footnote
176	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.

Exhibit A-4: Notes

177	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
178	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
179	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including maintenance fees. Funds not encumbered in advance; obligation continues until unit sold.
180	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including parking fees. Funds not encumbered in advance; obligation continues until unit sold.
181	Pledge of Property Tax Revenues 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); required payments of housing set-aside to LMIHF. Binding agreements per § 34171 (d)(1)(E) 7 (amts owing to LMIHF, §34171 (d) (1)(G). *see footnote
182	Loan agreement funding development of 150 units of family rental housing; payments in FY 12/13 for construction.
183	Estimated funding needed for construction of 200 units of family rental housing required pursuant to Mission Bay South Owner Participation Agreement. Total estimated subsidy is \$16,975,000; assumes \$7.075m in MB funds, \$2.5m in land sale proceeds from Parcel 7E, and \$7.4M in liquidated damages pursuant to Development and Disposition Agreement with UCSF. The funding shown between September and December 2012 anticipates execution of a predevelopment loan agreement in Fall 2012.
184	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
185	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
186	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
187	Property management cost associated with Agency owned property.
188	Property management cost associated with Agency owned property.
189	Loan agreement funding predevelopment activities of family rental housing project.
190	Estimate \$14 million in funding required for construction of housing to satisfy Replacement Housing Obligation described above; FY 12-13 payment for additional predevelopment and initial construction funding.
191	Loan agreement funding construction of family rental housing. \$3,044,449 of the \$7,470,713 outstanding obligation is held on deposit in a Subordinate Loan Fund with US Bank until permanent loan conversion.
192	PLACEHOLDER FOR FUTURE ROPS: Requirement of Section 5027.1 of California Public Resources Code that terminal project include 25 % of all new dwelling units in project area be available at affordable housing cost for low income households (60% AMI) and 10% of all new units be available for moderate income (120% AMI) (total outstanding debt estimated to be \$849,936,548 over life of project, SOI at p. 47); required payments of housing set-aside to LMIHF. Binding agreement per state law obligation § 34171 (d)(1)(C) 7 (amts owing to LMIHF, §34171 , (d) (1)(G).
193	Loan agreement funding construction of supportive housing for formerly homeless.
194	Estimate \$25 million of funding required for construction of affordable housing mandated by CA Public Resources Code Sec. 5027.1, per Item 192 above. \$1 million required for predevelopment loan.
-	PROPOSED FOR DELETION: expect to fully disburse loan amount by Dec 2012.
195	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
196	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
197	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
198	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including utility fees. Funds not encumbered in advance; obligation continues until unit sold.

Exhibit A-4: Notes

199	Loan agreement funding construction of senior rental housing units; Agency funds to be fully drawn down by end FY 12-13.
200	PLACEHOLDER FOR FUTURE ROPS: Standby Agreement guaranteeing Agency payment of rental subsidies should HUD cancel the Project Based Section 8 contract. Contingent liability - no funds encumbered.
201	Single Family home owned by Agency pending resale to new homebuyer; as property owner, Agency obligated to maintain property, including HOA fees. Funds not encumbered in advance; obligation continues until unit sold.
202	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
203	Trustee payments are ongoing annual payments for term of bonds.
204	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
205	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
206	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
207	Trustee payments are ongoing annual payments for term of bonds.
208	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
209	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
210	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
211	Trustee payments are ongoing annual payments for term of bonds.
212	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
213	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
214	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
215	Trustee payments are ongoing annual payments for term of bonds.
216	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
217	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
218	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
219	Trustee payments are ongoing annual payments for term of bonds.
220	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
221	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.

Exhibit A-4: Notes

222	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
223	Trustee payments are ongoing annual payments for term of bonds.
224	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
225	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
226	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
227	Trustee payments are ongoing annual payments for term of bonds.
228	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
229	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
230	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
231	Trustee payments are ongoing annual payments for term of bonds.
232	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
233	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
340	Payment of debt service to Trustee on 1/28/2013. Previously Bonds-SBH1.
341	Additional costs may arise under this obligation. Trustee payments are ongoing annual payments for term of bonds. Previously Bonds-SBH2.
234	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
235	Trustee payments are ongoing annual payments for term of bonds.
236	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
237	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
238	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.
239	Trustee payments are ongoing annual payments for term of bonds.
240	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
241	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
242	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond agreements.

Exhibit A-4: Notes

243	Trustee payments are ongoing annual payments for term of bonds.
244	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
245	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
246	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.
247	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.
248	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.
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251	This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. The funding source for lease payments is non-tax increment revenues from the associated sublease.
252	The Agency has a three-year contract with the Port for this site, which expires on June 30, 2013, for Port staff to provide maintenance and security for Rincon Park (total cost about \$200,000 a year). This agreement was amended three times by the Redevelopment Agency Commission to extend the term. This lease may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
253	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 includes one two-year extension at the discretion of the Successor Agency Executive Director. Work includes lease management, possible bankruptcy/litigation work, landlord responsibilities, and property management.
254	PLACEHOLDER FOR FUTURE ROPS: \$535,955/yr through 2034. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
255	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco. If the obligations remains in place, an RFP will be done to select a new vendor.
256	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
257	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
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Exhibit A-4: Notes

321	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
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339	Costs associated with ongoing operation of South Beach Harbor. Source of funds is SBH revenues. This obligation may or may not remain in place pending further negotiations between the Successor Agency and the Port of San Francisco.
340	Payment of debt service to Trustee on 1/28/2013. Previously Bonds-SBH1.
341	Additional costs may arise under this obligation. Trustee payments are ongoing annual payments for term of bonds. Previously Bonds-SBH2.
342	PLACEHOLDER FOR FUTURE ROPS: These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
-	RETIRED OBLIGATION (from ROPS I): Plant service was canceled 2/1/12.
-	RETIRED OBLIGATION (from ROPS I): Contract has expired.
-	RETIRED OBLIGATION: Contract has expired.
-	RETIRED OBLIGATION (from ROPS I): Services no longer needed.



Exhibit A-4: Notes

-	RETIRED OBLIGATION (from ROPS I): Grant completed and paid out in full as of 1/12.
-	RETIRED OBLIGATION (from ROPS I): Grant funds received from MOH prior to expiration, paid in January to FOCIL.
-	RETIRED OBLIGATION (from ROPS I): Expired Lease
-	RETIRED OBLIGATION (from ROPS I): Expired Lease
-	RETIRED OBLIGATION (from ROPS I): Contract expired.
-	RETIRED OBLIGATION (from ROPS I): Work Discontinued
-	RETIRED OBLIGATION - See SOMA 7. Work will be transferred to DPW.
-	RETIRED OBLIGATION (from ROPS I): Contract expired.
-	RETIRED OBLIGATION (from ROPS I): Contract expired.
-	RETIRED OBLIGATION (from ROPS I): Letter Agreement completed.
-	RETIRED OBLIGATION (from ROPS I): Construction loan fully disbursed in FY11-12.
-	RETIRED OBLIGATION (from ROPS I): One time expenditure for public notice published in 2011 related to public hearing on 25 Essex St project.
-	RETIRED OBLIGATION (from ROPS I): Loan funds fully disbursed.
-	RETIRED OBLIGATION (from ROPS I): Contract completed in FY11-12
-	RETIRED OBLIGATION (from ROPS I): Contract expired in April 2012.
-	RETIRED OBLIGATION (from ROPS I): Contract complete.
-	RETIRED OBLIGATION (from ROPS I): Obligation was already met
-	RETIRED OBLIGATION (from ROPS I): No longer an obligation.
-	RETIRED OBLIGATION (from ROPS I): No longer an obligation.
-	RETIRED OBLIGATION (from ROPS I): Contract completed.
-	RETIRED OBLIGATION (from ROPS I): No payment going forward in FY12-13.
-	RETIRED OBLIGATION (from ROPS I): No payment going forward in FY12-13.
-	RETIRED OBLIGATION (from ROPS I): Services no longer needed.

Name of Successor Agency: Successor Agency to the Redevelopment Agency of the City and County of San Francisco  
 County: San Francisco

Pursuant to Health and Safety Code section 34186 (a)  
**PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS**  
**RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)**  
 January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
<b>Grand Total</b>						\$ 64,535,282	\$ 20,542,534	\$ 4,031,291	\$ 1,897,097	\$ 4,621,864	\$ 2,534,948	\$ 4,107,385	\$ 4,107,385	\$ 116,654,646	\$ 99,968,746	\$ 27,599,706	\$ 14,682,016	\$221,550,174	\$143,732,726	
A-1, p.1	ADM 1	Agency Admin Operations	Aim to Please	Office Janitorial	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275	\$0	\$275	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 2	Agency Admin Operations	AirFilterStore.com	Office air filters	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$300	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 3	Agency Admin Operations	Applied Microfilm Systems, Inc.	Microfilm Viewer Maintenance	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$28	\$28	\$0	\$0	\$3,072	\$0	\$3,100	\$28	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 4	Agency Admin Operations	AquaPrix, Inc.	Lease & maintenance agreement for 3 hot/cold water filtration units	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$1,074	\$1,074	\$0	\$0	\$12	\$0	\$1,086	\$1,074	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 5	Agency Admin Operations	ATT Mobility	Agency Wireless ATT Accounts (less SBH)	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$7,770	\$7,770	\$0	\$0	\$4,230	\$0	\$12,000	\$7,770	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 6	Agency Admin Operations	Bay Cities Joint Powers Insurance Authority /CCSF Risk Management Division	Self Insurance: General, Auto, Employment Practices, Errors & Omissions, Property, Crime, Auto Physical Damage, Marina Operators - through BCJPIA	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$4,683	\$4,683	\$0	\$0	\$15,317	\$0	\$20,000	\$4,683	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 7	Agency Admin Operations	Bay Cities Joint Powers Insurance Authority & Others	Self Insurance Retention Reserve for Claims - settlements, litigation, judgments, misc. defense costs - usually through BCJPIA	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$49	\$49	\$0	\$0	\$49,239	\$0	\$49,288	\$49	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 8	Agency Admin Operations	California Redevelopment Assoc., Daily Journal Corporation, AGIG, Alliant Insurance, Pelican Delivery, San Francisco Minibus, and Misc. Vendors	Misc Admin Expenses	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$10,917	\$10,917	\$0	\$0	\$19,083	\$0	\$30,000	\$10,917	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 9	Agency Admin Operations	CCSF/ Central Shops	Gasoline & Repairs through CCSF Central Shops	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$3,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 10	Agency Admin Operations	CCSF/ Department of Telecommunications	Telephone system: landlines, voice mail system and reception console at 1SVN SFRA offices	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$18,023	\$18,023	\$0	\$0	\$8,567	\$0	\$26,590	\$18,023	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 11	Agency Admin Operations	CCSF/ Real Estate Department	Agency Office Lease 1 South Van Ness - portion of the 5th Floor in City owned building	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$314,763	\$314,763	\$0	\$0	\$57,890	\$0	\$372,653	\$314,763	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 12	Agency Admin Operations	CCSF/ Reproduction and Mail Services	Printing, mainframe reports, redline paper	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$79	\$79	\$0	\$0	\$2,566	\$0	\$2,645	\$79	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 13	Agency Admin Operations	Corodata Records Management Inc.	Off Site Records Storage Agreements	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$1,013	\$1,013	\$0	\$0	\$3,487	\$0	\$4,500	\$1,013	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 14	Agency Admin Operations	Daily Journal Corporation	Publishing for RFPs	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.1	ADM 15	Agency Admin Operations	DataSafe	Off Site Records Storage Agreements	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$7,592	\$7,592	\$0	\$0	\$1,708	\$0	\$9,300	\$7,592	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 16	Agency Admin Operations	Employees	Misc Admin Expenses	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$5,243	\$5,243	\$0	\$0	\$24,757	\$0	\$30,000	\$5,243	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 17	Agency Admin Operations	FedEx	Express Delivery service	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$190	\$190	\$0	\$0	\$1,010	\$0	\$1,200	\$190	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 18	Agency Admin Operations	Green Genes	Office Plants	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$223	\$223	\$0	\$0	\$1	\$0	\$224	\$223	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 19	Agency Admin Operations	Imperial Parking	1 SVN Garage parking Month to month agreement for 12 Agency parking spaces	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$10,977	\$10,977	\$0	\$0	\$73	\$0	\$11,050	\$10,977	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 20	Agency Admin Operations	Iron Mountain	Off Site Records Storage Agreements (phasing some companies out)	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$2,897	\$2,897	\$0	\$0	\$235	\$0	\$3,132	\$2,897	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 21	Agency Admin Operations	KPOO	Commission Meetings radio transmission	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$29,485	\$29,485	\$0	\$0	\$6,095	\$0	\$35,580	\$29,485	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 22	Agency Admin Operations	Mail Finance & possible new contractor	Postage Meter Lease	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$2,770	\$2,770	\$0	\$0	\$342	\$0	\$3,112	\$2,770	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p.2	ADM 23	Agency Admin Operations	McCoy's Security (& possibly new contractor)	Security Services for Commission and other public meetings	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$1,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 24	Agency Admin Operations	Neopost Inc.	Ink for postage machine	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$300	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 25	Agency Admin Operations	On Target Delivery Service (& possible new contractor)	Delivery Services in the Bay Area	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$1,371	\$1,371	\$0	\$0	\$0	\$0	\$1,371	\$1,371	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 26	Agency Admin Operations	Staples, Give Something Back, Quill, CCSF Office of the Administrator	General Office Supplies	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$1,067	\$1,067	\$0	\$0	\$8,438	\$0	\$9,505	\$1,067	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 27	Agency Admin Operations	Toshiba Business Solutions/ or CCSF contractor	Maintenance agreement for color copier - charges/copy	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$1,435	\$1,435	\$0	\$0	\$1,355	\$0	\$2,790	\$1,435	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 28	Agency Admin Operations	Toshiba Business Solutions/ or CCSF contractor	Black & White Copier Lease & Maintenance agreement for 2 standard and 1 high speed black & white copiers	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$12,720	\$12,720	\$0	\$0	\$93	\$0	\$12,813	\$12,720	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 29	Agency Admin Operations	Toshiba Financial Services/ or CCSF contractor	Color Copier Lease agreement for color copy machine	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$1,590	\$1,590	\$0	\$0	\$498	\$0	\$2,088	\$1,590	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.2	ADM 30	Agency Admin Operations	Uptime Resources	Printer Cartridges and maintenance	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$7,762	\$7,762	\$0	\$0	\$2,238	\$0	\$10,000	\$7,762	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.3	ADM 31	Agency Admin Operations	Urban Lands Institute, A.M.Best, NAHRO, SF Chronicle, WallStreet Journal	Agency Subscriptions	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$625	\$625	\$0	\$0	\$0	\$0	\$625	\$625	
A-1, p.3	ADM 32	Agency Admin Operations	USPS/Neopost (transfer to CCSF Reproduction and Mail Services)	Postage added to Postage Meter	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.3	ADM 33	Agency Admin Operations	Xerox Corporation	Copier - Central Records	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$81	\$81	\$0	\$0	\$159	\$0	\$240	\$81	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.3	FIN 1	Agency Admin Operations	Bartel Association	Actuarial valuation	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.3	FIN 2	Agency Admin Operations	CCSF GSA- Admin	Split of overall GSA admin costs distributed to each division; based on estimates of FTE	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p.3	FIN 3	Agency Admin Operations	Kreuzberg Associates, LLC	Accounting - support	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$13,723	\$13,723	\$0	\$0	\$21,277	\$0	\$35,000	\$13,723	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.3	FIN 4	Agency Admin Operations	Macias & Gini	Audit	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$10,578	\$10,578	\$0	\$0	\$39,422	\$0	\$50,000	\$10,578	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.3	FIN 5	Agency Admin Operations	ORACLE	Accounting system- annual fees	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$15,482	\$15,482	\$0	\$0	\$35,108	\$0	\$50,590	\$15,482	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.3	FIN 6	Agency Admin Operations	Seifel Consulting, Urban Analytics, Various Vendors	Statement of Indebtedness (SOI) consultant	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$69,022	\$69,022	\$0	\$0	\$101	\$0	\$69,123	\$69,022	Actual payment due slightly less than estimated.
A-1, p.3	FIN 7	Agency Admin Operations	SYMPRO	Investment system maintenance	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,100	\$0	\$6,100	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.3	FIN 8	Agency Admin Operations	CCSF- Controller	Benefits Management System	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p.3	FIN 9	Agency Admin Operations	CCSF- Controller	COWCAP	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p.3	FIN 10	Agency Admin Operations	CCSF GSA-Risk Management	Property Insurance, risk services	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p.4	HR 1	Agency Admin Operations	Employees & related Fringe Benefit payees (Larry Winsten, Vision Service Plan, CalPERS, Local 21, Local 1021, Reliance, Aflac, Infinisource, SFRA, CCSF Health Services, State of California, San Francisco)	Staffing Costs associated with Successor Agency Obligations - Jan - June 2012	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$2,865,278	\$2,865,278	\$2,089,519	\$2,089,519	\$0	\$2,865,278	\$4,954,797	\$7,820,075	Actual include taxes paid.
A-1, p.4	HR 3	Agency Admin Operations	California Chamber of Commerce, CCSF, Infinisource, and other various vendors	Miscellaneous vendor costs for fringe expenses	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$146	\$146	\$0	\$0	\$102,853	\$0	\$102,999	\$146	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.4	HR 5	Agency Admin Operations	CALPERS	Liability if contract cancelled (retirement for current and future retirees)	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Contract cancellation is still under review.
A-1, p.4	HR 6	Agency Admin Operations	CALPERS and CALPERS (CERBT)	Liability if contract cancelled (retiree medical for current and future retirees)OPEB	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Contract cancellation is still under review.
A-1, p.4	HR 7	Agency Admin Operations	CCSF/ Others	Commissioners dues/ related expenses/ medical premium	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$1,520	\$1,520	\$0	\$0	\$13,468	\$0	\$14,988	\$1,520	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.4	HR 8	Agency Admin Operations	Asure, various vendors	Timesheet processing	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$10,899	\$10,899	\$0	\$0	\$24,038	\$0	\$34,937	\$10,899	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p.4	HR 9	Agency Admin Operations	Employees	Liability to employees for leave/severance payout (includes required payments made under the MOUs with Local 21 and Local 1021)	ADM	\$700,000	\$642,849	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$1,508,150	\$0	\$0	\$2,700,000	\$2,150,999	Actual were slightly lower due to layoffs.
A-1, p.4	HR 10	Agency Admin Operations	Federal and state government	Payroll taxes (includes required payments made under the MOUs with Local 21 and Local 1021)	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$269,000	\$269,000	\$0	\$0	\$200,000	\$0	\$469,000	\$269,000	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 4	HR 11	Agency Admin Operations	CalPers	Retiree Medical payments	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$189,054	\$189,054	\$0	\$0	\$290,946	\$0	\$480,000	\$189,054	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 4	HR 12	Agency Admin Operations	CalPers CERBT	OPEB liability funding	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$300,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	HR 13	Agency Admin Operations	State Compensation Insurance e Fund, Cypress Insurance Company, Berkshire Hathaway Homestate Companies and various vendors	Workers Compensation Insurance and expenses related to worker's compensation	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$96,261	\$96,261	\$0	\$0	\$17,739	\$0	\$114,000	\$96,261	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	HR 14	Agency Admin Operations	CCSF	Temporary staffing to cover vacant positions	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00	\$0	\$0	\$61,416	\$0	\$61,416	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	HR 15	Agency Admin Operations	Various	Staff trainings, conferences, licenses and dues	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$5,795	\$5,795	\$0	\$0	\$2,205	\$0	\$8,000	\$5,795	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	HR 16	Agency Admin Operations	Various	Required for compliance training (includes required payments made under the MOUs with Local 21 and Local 1021)	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$2,618	\$2,618	\$0	\$0	\$5,632	\$0	\$8,250	\$2,618	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	IT 1	Agency Admin Operations	IBM, Dell, CCSF Dept. of Technology, USI Networks, Barracuda Networks, Actnet, Image Access, CoreLogic, Vision Internet, Intranet Dashboard, Co-star, Insight Software, PowerTech, Create Form, DLT Solutions, Citrix, Reliasys and various IT vendors	Various IT contracts/ services	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$29,944	\$29,944	\$0	\$0	\$27,156	\$0	\$57,100	\$29,944	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	LGL 1	Agency Admin Operations	CCSF/ City Attorney	Umbrella MOU authorizing use of City Attorney's office for litigation representation, advice, and miscellaneous legal services	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$59,739	\$59,739	\$0	\$0	\$270,261	\$0	\$330,000	\$59,739	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	LGL 2	Agency Admin Operations	CCSF, Renee Sloan Holtzman Sakai, Various	Consulting, Legal & investigation for HR	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$6,661	\$6,661	\$0	\$0	\$117,339	\$0	\$124,000	\$6,661	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	LGL3	Agency Admin Operations	Various	Legal Dues/ Subscriptions/License/Certification	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$10,086	\$10,086	\$0	\$0	\$914	\$0	\$11,000	\$10,086	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	LGL 4	Agency Admin Operations	Westlaw	Westlaw contract renewed 6/24/11 for 3 years for \$891.33 / month	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$1,818	\$1,818	\$0	\$0	\$3,534	\$0	\$5,352	\$1,818	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 5	RE 1	Subscription to CoStar	CoStar Group	Subscriptions to Internet-based software for sold and listed commercial property data	ADM	\$0	\$0	\$0	\$0	\$9,000	\$824	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000	\$824	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 6	RE 2	Agency Admin Operations	Forester & Kroger, Twin III Building Maintenance, McCoy's Patrol Service, Sam's Locksmith and A&A Locksmith	Misc Property Management for Agency-owned properties	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$4,009	\$4,009	\$0	\$0	\$14,491	\$0	\$18,500	\$4,009	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 6	RE 3	Property Management Maintenance	Home Depot/CCSF Contract	Maintenance Supplies	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$1,200	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 6	RE 4	Agency Admin Operations	John R. Kaeuper & Company, J.W. Tom & Associates, Carneghi-Blum & Partners, Inc., The San Francisco Appraisal Company Mansbach Associates, Inc., Clifford Associates, Hamilton, Ricci & Associates, Inc. , Alfred L. Watts and Associates, Joseph J. Blake & Associates, Inc. , CB Richard Ellis, Trisha L. Clark, Integra Realty Resources, Baum and Associates, MVT Appraisal, Inc.	Appraisal services required for enforceable obligations.	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$825	\$825	\$0	\$0	\$6,175	\$0	\$7,000	\$825	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 6	RE 5	Subscription to Real Quest	Real Quest, a subsidiary of Core Logic	Subscriptions to Internet-based software for data on sold and listed commercial property data	ADM	\$0	\$0	\$0	\$0	\$6,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,100	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 6	RE 6	Agency Admin Operations	W & W Auto	Vehicle maintenance, repairs, tires	ADM	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$500	\$0	\$0	\$0	\$0	\$500	\$500	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 6	CC 1	Third Amendment to a Personal Services Contract with Elation Systems, Inc.	Elation Systems, Inc.	Annual licensing fees for web-based contract compliance/ monitoring and SBE certification system.	Agency-wide	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 6	CC 2	Surety Bond program	Merriwether & Williams and various vendors	Credit line for surety bonds.	Agency-wide	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 6	CC 3	Letter Agreement with the Office of Economic and Workforce Development (OEWD)	CCSF/ OEWD	Construction workforce referral/ placement services for Agency-sponsored projects in the Southeast sector.	Agency-wide	\$0	\$0	\$0	\$0	\$218,660	\$109,330	\$0	\$0	\$0	\$0	\$0	\$0	\$218,660	\$109,330	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 6	BVHP 1	Letter Agreement	CCSF/ MOH/ OEWD	Letter agreement with OEWD to provide fiscal agent services for the BAYCAT BMA	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$239,000	\$0	\$239,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 7	BVHP2	Grant Agreement for Bayview Opera House	San Francisco Arts Commission	Renovation of the Bayview Opera House	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 7	BVHP 3	Grant agreement for Bayview Opera House Plaza	CCSF/ Municipal Transportation Agency	Renovation of the Bayview Opera House plaza	BVHP	\$0	\$0	\$675,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$675,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 7	BVHP 4	Bayview Hunter Point Project Area historic context statement and building-by-building survey.	Kelley and VerPlanck	PSC for historic context statement and building by building survey for the Bayview Hunters Point Area	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 7	BVHP 5	College Track	US Bancorp CDC	Indemnification Agreement with US Bancorp CDC on 6/21/11 for 7 years for \$2.47 MM - \$4.7 MM if a recapture event occurs on College Track project	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 7	BVHP 6	Alice Griffith Public Housing Transformation Plan: Choice Neighborhood Implementation Grant	CCSF (as fiscal agent to CBO partners identified in the CNI grant, including Urban Strategies, etc)	Implementation of the neighborhood component of the Choice Neighborhood Grant	BVHP	\$0	\$0	\$428,892	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$428,892	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 7	BVHP 7	Loan Agreement	SFHDC	Loan agreement with SFHDC for the development of 4800 Third Street	BVHP	\$0	\$0	\$62,931	\$3,757	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$62,931	\$3,757	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 7	BVHP 8	Shoreview Park	CCSF/ PUC	Water for landscaping	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$127	\$300	\$127	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 7	BVHP 9	Shoreview Park	Twin III Maintenance	Maintenance Contract	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,200	\$27,000	\$31,200	\$27,000	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 7	BVHP 10	Site Office Maintenance	AT&T/ CalNet, AT&T Mobility, AM Hosting, Arrowhead Water, Indecat Creative, Xerox, and various vendors	Site office utilities and maintenance	BVHP	\$0	\$0	\$0	\$0	\$7,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,200	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 7	HPSY 1	DDA Phase 1, Horizontal Disposition and Development Agreement	Various payees listed below	Disposition and Development Agreement	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 7	HPSY 2	Letter Agreement	CCSF/ DPW (Phase 1)	City staff (Taskforce) reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$0	Reduction in number of permits submitted during this period. More active construction levels are anticipated on future ROPS.
A-1, p. 7	HPSY 3	Interagency Cooperative Agreement-HPS	CCSF/ City Attorney (Phase 1)	City staff reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$0	All HPS City Attorney costs in this period were paid under the provisions of the Phase 2 DDA. The line is still needed to enable payment of future City Attorney costs under the Phase 1 agreement.
A-1, p. 7	HPSY 4	Interagency Cooperative Agreement-HPS	CCSF/ DPH (Phase 1)	City staff reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$10,742	\$160,000	\$10,742	Timing of invoices differed from projection.	
A-1, p. 8	HPSY 5	Consulting Contract	WB Kennedy (Phase 1)	Administrative support for the HPS CAC	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$137,835	\$150,000	\$137,835	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 8	HPSY 6	DDA Phase 1	Legacy Foundation for BVHP	Phase 1 DDA required transfer of Community benefits funds	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$500,000	\$0	A fiscal agent has not been identified for the program to be funded and therefore the funds have not been dispersed. The funds are anticipated to be dispersed in a future ROPS period.	
A-1, p. 8	HPSY 7	Personal Services Contract	Renaissance Entrepreneurship Center	Fiscal Agent Fee	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000	\$10,504	\$11,000	\$10,504		
A-1, p. 8	HPSY 8	Consulting Contract	International African Market (Phase 1)	Consultant services for developing/managing a market at HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$0	Solicitation for services was delayed due to AB 26 dissolution.	
A-1, p. 8	HPSY 9	Consulting Contract	Northern California Community Loan Fund ( Phase 1)	New market tax credit and economic advisory services	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,186	\$10,290	\$12,186	\$10,290	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 8	HPSY 10	Consulting Contract	R.J. Marshburn & Assoc.	Insurance Consultant	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,375	\$3,400	\$26,375	\$3,400	Reduction in number of Phase 1 insurance issues during this period. The number of insurance related issues is anticipated to be higher on future ROPS.	
A-1, p. 8	HPSY 11	Public Art Consulting Contract	Helene Fried Assoc. (EDA/CHRP)	Art consultant services for the public art program at HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,000	\$32,089	\$64,000	\$32,089	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 8	HPSY 12	PSC for the creation of 1 piece of public art	Eric Powell (EDA/CHRP)	Public Art	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 8	HPSY 13	PSC for the creation of 1 piece of public art	Jason Webster (EDA/CHRP)	Public Art	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,000	\$9,062	\$17,000	\$9,062	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 8	HPSY 14	PSC for the creation of 1 piece of public art	Jerry Barrish (EDA/CHRP)	Public Art	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	\$46,600	\$90,000	\$46,600	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 8	HPSY 15	PSC for the creation of 1 piece of public art	Jessica Bodner (EDA/CHRP)	Public Art	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,000	\$0	\$57,000	\$0	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.
A-1, p. 8	HPSY 16	PSC for the creation of 1 piece of public art	Marion Coleman (EDA/CHRP)	Public Art	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,000	\$0	\$21,000	\$0	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.
A-1, p. 8	HPSY 17	PSC for the creation of 1 piece of public art	Matthew Geller (EDA/CHRP)	Public Art	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$125,000	\$0	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.
A-1, p. 8	HPSY 18	PSC for the creation of 1 piece of public art	Mildred Howard (EDA/CHRP)	Public Art	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$238,000	\$64,400	\$238,000	\$64,400	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 8	HPSY 19	PSC for the creation of 1 piece of public art	Rebar (EDA/CHRP)	Public Art	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,000	\$19,923	\$34,000	\$19,923	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 8	HPSY 20	PSC for the creation of 1 piece of public art	Think Round, Inc. (EDA/CHRP)	Public Art	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,100	\$10,584	\$13,100	\$10,584	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 9	HPSY 21	Construction Contract	TBD	Public Art Installation	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.
A-1, p. 9	HPSY 22	Building 813,CHRP, IAM and Other	Daily Journal Corporation, Chron/ Examiner	Advertisement for RFPS and Construction Bids	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$408	\$10,000	\$408	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.
A-1, p. 9	HPSY 23	Building 813,CHRP, IAM and Other	ARC Repro	Materials reproductions for advertisement for RFP's and construction bids	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$10,000	\$0	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.
A-1, p. 9	HPSY 24	Construction Administration	CCSF/ Department of Building Inspection and other contractors to be determined	Permit Fee for Artwork *Special Inspection Fee	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,000	\$12,500	\$110,000	\$12,500	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 9	HPSY 25	#813 Stabilization/ Improvements	TBD (EDA #813)	Stabilization/ Improvements	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$883,000	\$0	\$883,000	\$0	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 9	HPSY 26	Consulting Contract	ECB (EDA #813)	Development services for a clean tech incubator at Building #813	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$195,136	\$400,000	\$195,136	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 9	HPSY 27	Construction Contract	Alten Const. (EDA)	Contract for construction of a community center on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000	\$0	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 9	HPSY 28	Modular Building (administration)	AT&T/ CalNet, Hetch Hetchy Water and Electricity, various vendors	Utilities for Modular Building	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$3,154	\$30,000	\$3,154	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 9	HPSY 29	Property Management	Capital Electric Construction, Checkers Industrial Safety, Western Steel, Twin III Building Maintenance, various vendors	Repairs to guard booth and speed bump replacement	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	\$1,846	\$18,000	\$1,846	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.	
A-1, p. 9	HPSY 30	Propane Gas for Bldg 606	Amerigas	Propane Gas	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$240,000	\$167,109	\$240,000	\$167,109	Occupancy in building was reduced therefore propane use declined.	
A-1, p. 9	HPSY 31	Lease for Building 606 to SFPD	Department of the Navy	Lease for SFPD facility	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$168,250	\$17,900	\$168,250	\$17,900	Payment to Navy under lease agreement was deferred while awaiting lease re-negotiation.	
A-1, p. 9	HPSY 32	Lease Between the US Government and the Agency	Department of the Navy	Lease for Buildings 103, 104, 115, 116, 117 & 125	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,960	\$105,175	\$229,960	\$105,175	Payment to Navy under lease agreement was deferred while awaiting lease re-negotiation.	
A-1, p. 9	HPSY 33	Security Service	McCoy's Patrol (Phase 1)	Security at HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$270,000	\$181,340	\$270,000	\$181,340	Reduction in number of Phase 1 legal issues and contracts reviewed during this period. Contracting is anticipated to be more active on future ROPS.	
A-1, p. 9	HPSY 34	Consulting	Overland, Pacific & Cutler	Relocation services	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$84,000	\$27,580	\$84,000	\$27,580	Construction activity and schedule was delayed due to AB 26 and therefore relocation has been delayed.	
A-1, p. 9	HPSY 35	Consulting Contract	Treadwell& Rollo (Phase 1 and 2)	Environmental and engineering services	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$640,000	\$251,930	\$640,000	\$251,930	Projected spending in prior period was overstated in anticipation of un-invoiced "catch-up" payments which were not as high as expected. Future ROPS will project costs based on average per month billing.	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 10	HPSY 36	Financial Services	C.H. Elliott (Phase 1 & 2)	Real Estate economic advisory services	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$14,567	\$80,000	\$14,567	Consultant is retained on an as-needed basis. Services under this contract were not needed during this particular ROPS period, but this level of payment may be needed for future ROPS period.
A-1, p. 10	HPSY 37	Phase 2 DDA	Various payees listed below	Disposition and Development Agreement	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 10	HPSY 38	Phase 2 DDA & Tax Increment Allocation Pledge Agreement	SFRA and CP DEVELOPMENT CO., LP	Phase 2 DDA & Tax Increment Allocation Pledge Agreement	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 10	HPSY 39	Conveyance Agreement between the US Gov't and the Agency	Department of the Navy	Orderly clean up and transfer of balance of HPS property	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 10	HPSY 40	Legal Services Contract	Kutak Rock (Phase 2)	Legal services contract related to property transfer	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,880	\$21,634	\$85,880	\$21,634	Consultant is retained on an as-needed basis. Services under this contract were not needed during this particular ROPS period, but this level of payment may be needed for future ROPS period.
A-1, p. 10	HPSY 41	Interagency Cooperative Agreement-HPS	CCSF/ Planning(Phase 2)	City staff reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$60,000	\$0	Assigned City staff were not needed as anticipated due to delay in infrastructure design review schedule.
A-1, p. 10	HPSY 42	Interagency Cooperative Agreement-HPS	CCSF/ City Attorney (Phase 2)	City staff reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$42,930	\$400,000	\$42,930	Services of the City Attorney are provided at the request of staff, based on the needs of the project. Invoices for City Attorney services were limited during this period, however, this level of payment may be needed to pay invoices in future ROPS periods.
A-1, p. 10	HPSY 43	Interagency Cooperative Agreement-HPS	CCSF/ DPW (Phase 2)	City staff reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375,000	\$0	\$375,000	\$0	Assigned City staff were not needed as anticipated due to delay in infrastructure design review schedule.
A-1, p. 10	HPSY 44	Interagency Cooperative Agreement-HPS	CCSF/ OEWD (Phase 2)	City staff reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$646,000	\$151,645	\$646,000	\$151,645	Assigned City staff were not needed due to delay in the Navy's schedule for transfer of land to the City.
A-1, p. 10	HPSY 45	Interagency Cooperative Agreement-HPS	CCSF/ DPH (Phase 2)	City staff reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$179,820	\$141,396	\$179,820	\$141,396	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 10	HPSY 46	Insurance consulting and placement	CCSF/ Risk Management Division	Pollution liability and Vertical DDA insurance	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,163	\$0	\$28,163	\$0	Assigned City staff were not needed due to delay in the Navy's schedule for transfer of land to the City.
A-1, p. 10	HPSY 47	Transportation Plan Coordination (Peter Albert)	CCSF/ MTA	Interagency Cooperative Agreement	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,000	\$12,493	\$105,000	\$12,493	Assigned City staff were not needed as anticipated due to delay in infrastructure design review schedule.
A-1, p. 10	HPSY 48	TIFIA Loan Agreement	TBD	Phase 2 transportation improvements	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,000	\$0	\$110,000	\$0	Due to delays in Caltrans environmental review the application to the TIFIA loan program was delayed.
A-1, p. 10	HPSY 49	Legal Service Contact	Jones Hall ( Phase 2)	Bond counsel and legal financial consultants	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$210,000	\$79,654	\$210,000	\$79,654	Consultant is retained on an as-needed basis. Services under this contract were not needed during this particular ROPS period, but this level of payment may be needed for future ROPS period.
A-1, p. 10	HPSY 50	Lead/asbestos abatement at HPS	TBD (CALReUSE, EDA Grant)	Obligation under CALReUSE Grant for lead/asbestos abatement at HPS.	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$0	Funds were not expended as planned due to delay in processing grant paperwork in response to AB 26 dissolution.
A-1, p. 10	HPSY 51	Lead/asbestos abatement at HPS	Lennar (CALReUSE Grant)	Obligation under CALReUSE Grant for lead/asbestos abatement at HPS ( survey).	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 11	HPSY 52	Legal Services Contract	Shute Mihaly (Phase 2)	Legal services contract related to State Lands	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$220,000	\$2,886	\$220,000	\$2,886	Due to delays in project implementation, work required to implement the State Parks & State Lands Agreements, was not needed. This work is now anticipated to be completed in the July - Dec. 2012 and January to June 2013 periods.
A-1, p. 11	HPSY 53	Consulting	State Lands Commission (Phase 2)	State Lands staff reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,000	\$0	\$54,000	\$0	Due to delays in project implementation, work required to implement the State Parks & State Lands Agreements, was not needed. This work is now anticipated to be completed in the July - Dec. 2012 and January to June 2013 periods.
A-1, p. 11	HPSY 54	Letter Agreement	CA State Parks (Phase 2)	State Parks staff reimbursement for work performed on HPS	HPSY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$29,029	\$180,000	\$29,029	Due to delays in project implementation, work required to implement the State Parks & State Lands Agreements, was not needed. This work is now anticipated to be completed in the July - Dec. 2012 and January to June 2013 periods.
A-1, p. 11	JRI 1	Personal Services Contract with Girls 2000 dba Hunters Point Family	Girls 2000 dba Hunters Point Family	SFRA Job Readiness Initiative - Southeast	Multiple (BVHP & HPSY)	\$0	\$0	\$0	\$0	\$111,000	\$75,025	\$0	\$0	\$0	\$0	\$0	\$0	\$111,000	\$75,025	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 11	JRI 2	Personal Services Contract with Young Community Developers	Young Community Developers	SFRA Job Readiness Initiative - Southeast	Multiple (BVHP & HPSY)	\$0	\$0	\$0	\$0	\$117,000	\$89,934	\$0	\$0	\$0	\$0	\$0	\$0	\$117,000	\$89,934	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 11	JRI 3	Personal Services Contract with Goodwill Industries	Goodwill Industries	SFRA Job Readiness Initiative - Southeast	Multiple (BVHP, Mission Bay & Transbay)	\$0	\$0	\$0	\$0	\$200,000	\$72,981	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$72,981	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 11	JRI 4	Personal Services Contract with San Francisco Conservation Corps	San Francisco Conservation Corps	SFRA Job Readiness Initiative - Southeast	Multiple (BVHP, Mission Bay & Transbay)	\$0	\$0	\$0	\$0	\$165,000	\$83,005	\$0	\$0	\$0	\$0	\$0	\$0	\$165,000	\$83,005	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 11	JRI 5	Personal Services Contract with Positive Resource Center	Positive Resource Center	SFRA Job Readiness Initiative - Northeast	Multiple (Mission Bay & SOMA)	\$0	\$0	\$0	\$0	\$51,000	\$27,292	\$0	\$0	\$0	\$0	\$0	\$0	\$51,000	\$27,292	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 11	JRI 6	Personal Services Contract with Asian Neighborhood Design	Asian Neighborhood Design	SFRA Job Readiness Initiative - Southeast (separate from Asian Neighborhood Design JRI Northeast contract)	Multiple (Mission Bay & Transbay)	\$0	\$0	\$0	\$0	\$53,000	\$40,511	\$0	\$0	\$0	\$0	\$0	\$0	\$53,000	\$40,511	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 11	JRI 7	Personal Services Contract with Asian Neighborhood Design	Asian Neighborhood Design	SFRA Job Readiness Initiative - Northeast (separate from Asian Neighborhood Design JRI Southeast contract)	Multiple (Mission Bay, SOMA, & Transbay)	\$0	\$0	\$0	\$0	\$53,000	\$20,661	\$0	\$0	\$0	\$0	\$0	\$0	\$53,000	\$20,661	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 12	JRI 8	Personal Services Contract with Mission Hiring Hall	Mission Hiring Hall	SFRA Job Readiness Initiative - Northeast	Multiple (Mission Bay, SOMA, & Transbay)	\$0	\$0	\$0	\$0	\$167,000	\$162,787	\$0	\$0	\$0	\$0	\$0	\$0	\$167,000	\$162,787	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 12	MB 1	Mission Bay North Owner Participation Agreement	FOCIL-MB, LLC	Owner Participation Agreement with FOCIL for construction of MBN Infrastructure	Mission Bay North	\$0	\$0	\$400,000	\$164,104	\$2,400,000	\$1,393,234	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800,000	\$1,557,338	The difference between the Estimate vs. Actual is due to the structure of these obligations. There are no set monthly contracted amounts for any of the agreements and actual tax increment flows can vary depending on changes in property values. However, due to the structure of the existing obligations, any increment and bond proceeds that were not used during this ROPS period will be kept and used for future reimbursement requests until the existing obligations expire in 11/16/2043.
A-1, p. 12	MB 2	Tax Increment Allocation Pledge Agreement	SFRA, FOCIL -MB LLC (3rd party beneficiary)	Tax Increment Allocation Pledge Agreement**	Mission Bay North	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,544,384	see note	\$0	\$0	\$5,544,384	#VALUE!	** Please note that the original ROPS included bond payments for the amount of \$3,544,384, with \$2 million for reimbursing the master developer. We removed bond payments from this item in future ROPS since they were duplicated in the Bond section of the ROPS. Please refer to the Bond section for an accounting of the Estimate vs. Actual amounts for Mission Bay North bonds. None of the \$2 million was paid to the master developer due since the anticipated TI was not received. There is no set monthly contracted amount for any of the agreements and actual tax increment flows can vary depending on changes in property values. However, due to the structure of the existing obligation, any increment and bond proceeds that were not used during this ROPS period will be kept and used for future reimbursement requests until the existing obligation expires in 11/16/2043.

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 12	MB 3	Mission Bay South Owner Participation Agreement	FOCIL MB-LLC	Owner Participation Agreement with FOCIL for construction of MBS Infrastructure	Mission Bay South	\$0	\$0	\$3,525	\$3,525	\$333,983	\$333,983	\$0	\$0	\$1,912,492	\$0	\$0	\$0	\$2,250,000	\$337,508	The difference between the Estimate vs. Actual is due to the structure of this obligation. There is no set monthly contracted amount for this agreement and actual tax increment flows can vary depending on changes in property values. However, due to the structure of the existing obligation, any increment and bond proceeds that were not used during this ROPS period will be kept and used for future reimbursement requests until the existing obligation expires in 11/16/2043.
A-1, p. 12	MB 4	Tax Increment Allocation Pledge Agreement	SFRA, FOCIL -MB LLC (3rd party beneficiary)	Tax Increment Allocation Pledge Agreement**	Mission Bay South	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,514,035	see note	\$0	\$0	\$5,514,035	\$0	** Please note that the original ROPS included bond payments for the amount of \$3,264,035 and \$2.25 million for master developer reimbursement. We removed bond payments from this item in future ROPS since they were duplicated in the Bond section of the ROPS. Please refer to the Bond section for an accounting of the Estimate vs. Actual amounts for Mission Bay South bonds. None of the \$2.25 million was paid since the anticipated TI was not received. There is no set monthly contracted amounts for this agreement and actual tax increment flows can vary depending on changes in property values. However, due to the structure of the existing obligation, any increment and bond proceeds that were not used during this ROPS period will be kept and used for future reimbursement requests until the existing obligation expires in 11/16/2043.
A-1, p. 12	MB 5	Mission Bay Agency Costs Reimbursements	SFRA and other parties included in Agency Costs	Reimbursement of Agency Costs to implement the OPAs	Mission Bay North and South	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Placeholder for future ROPS - no money budgeted for this period.
A-1, p. 12	MB 6	Harris-DPW Contract	Harris & Associates	Contract with DPW to reimburse Harris for review of FOCIL reimbursements	Mission Bay North and South	\$0	\$0	\$580,000	371,725.25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$580,000	\$371,725	The difference between the Estimate vs. Actual is due to the structure of this obligation. There is no set monthly contracted amount for this agreement and actual tax increment flows can vary depending on changes in property values. However, due to the structure of the existing obligation, any increment and bond proceeds that were not used during this ROPS period will be kept and used for future reimbursement requests until the existing obligations expires in 11/16/2043.
A-1, p. 13	MB 7	Mission Bay Art Program	TBD	Use of Art Fees as required by the Redevelopment Plans	Mission Bay North and South	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Placeholder for future ROPS - no money budgeted for this period.
A-1, p. 13	MB 8	DTSC #2 Grant for Park P10	FOCIL MB-LLC	Agreement to use State DTSC grant monies processed through OEWD to reimburse FOCIL for construction of Park P10 and associated infrastructure	Mission Bay South	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$112,673	\$112,673	\$112,673	\$112,673	
A-1, p. 13	MB 9	Long Bridge CDBG Grant	FOCIL MB-LLC	CDBG Grant through MOH for Long Bridge infrastructure - grant funding received from MOH to pay FOCIL	Mission Bay South	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	
A-1, p. 13	RP 1	Parcel J Port Lease	CCSF - Port Commission	Site of Delancey Street housing/commercial project	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,377	\$43,647	\$52,377	\$43,647	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 13	RP 2	Parcel K Port Lease	CCSF - Port Commission	Site of Steamboat Point Apartments	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,541	\$41,282	\$49,541	\$41,282	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 13	RP 3	Parcel N1-A Port Lease	CCSF - Port Commission	Pier 40 open space	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,337	\$21,113	\$25,337	\$21,113	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 13	RP 4	Parcel N1-B	CCSF - Port Commission	Pier 40 Shed/Warehouse Bldg	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,283	\$113,566	\$136,283	\$113,566	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 13	RP 5	Parcel N-2 Port Lease	CCSF - Port Commission	Lease for South Beach Harbor and Pier 40 open space	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,575	\$82,400	\$98,575	\$82,400	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 13	RP 6	Parcels M-3, M-4A, & S-1D Port Lease	CCSF - Port Commission	Portion of South Beach Harbor parking lot & truck turnaround by ballpark	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$103,252	\$86,042	\$103,252	\$86,042	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 13	RP 7	Pier 40	John Lum Architecture	Pier 40 Restroom remodel	RPSB	\$0	\$0	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 13	RP 8	Pier 40	Golden Bay Fence Plus Iron Works	Pier 40 Security Gates	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$2,959	\$3,000	\$2,959	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	RP 9	Rincon Park	CCSF	Maintenance and Management Agreement with Port for Landscape Maintenance for Rincon Park	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$255,000	\$0	\$255,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 1	Various	State of California	Loan - South Beach Harbor California Department of Boating and Waterways Loans	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 14	SBH 2	South Beach Harbor	A TopNotch Security Services, Inc.	Security patrol and guard services	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$41,223	\$60,000	\$41,223	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 3	South Beach Harbor	Alliant Insurance Services	Community room use insurance	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$1,703	\$4,500	\$1,703	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 4	South Beach Harbor	American Soil and various vendors	Landscaping products and supplies	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$1,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 5	South Beach Harbor	Aqua Prix	Drinking water	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,100	\$499	\$3,100	\$499	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 6	South Beach Harbor	AT&T Mobility	Cellular phones	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$540	\$555	\$540	\$555	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 7	South Beach Harbor	Bay Alarm	Firm alarm monitoring	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800	\$1,141	\$1,800	\$1,141	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 8	South Beach Harbor	Bay City Mechanical and various vendors	HVAC bi-annual service & repairs	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$715	\$3,000	\$715	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 9	South Beach Harbor	Best Plumbing and various vendors	Plumbing service	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	\$861	\$6,000	\$861	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 10	South Beach Harbor	Cal Steam and various vendors	Plumbing supplies	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,690	\$844	\$1,690	\$844	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 11	South Beach Harbor	California Department of Toxic Substance, CCSF/DPH and other vendors	HAZMAT permit	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$0	\$500	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 12	South Beach Harbor	CalNet and various vendors	Telephone service	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,200	\$1,998	\$4,200	\$1,998	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 13	South Beach Harbor	Capitol Electric and various vendors	Electrical service provider	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,000	\$4,820	\$63,000	\$4,820	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 14	South Beach Harbor	Center Hardware and various vendors	Parts and supplies for maintenance	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$2,094	\$4,500	\$2,094	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 15	South Beach Harbor	Bellingham Marine and various vendors	Dock leveling and repairs	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,000	\$0	\$19,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 16	South Beach Harbor	Dutra Construction and various vendors	Major dock, baffle wall, breakwater construction and repair	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,000	\$0	\$53,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 17	South Beach Harbor	Perfection Sweeping and various vendors	Pier 40 and parking lot sweeping	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800	\$906	\$1,800	\$906	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 18	South Beach Harbor	PWS Laundry and various vendors	Laundry equipment repair; additional equipment	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$2,250	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 14	SBH 19	South Beach Harbor	Vortex Engineering and various vendors	B,C & G end tie repair	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	\$0	\$90,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 15	SBH 20	South Beach Harbor	Cheyenne Products and various vendors	Marine supply company	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200	\$1,088	\$2,200	\$1,088	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 15	SBH 21	South Beach Harbor	Day Wireless and various vendors	Two-way radios	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$0	\$2,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 15	SBH 22	South Beach Harbor	Dept. of Industrial Relations/Occupational Safety	Elevator permit	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$300	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 15	SBH 23	South Beach Harbor	Direct Mail	Invoice and newsletter envelope stuffing and other	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200	\$0	\$2,200	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 15	SBH 24	South Beach Harbor	Earthlink	Website support services	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230	\$87	\$230	\$87	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 15	SBH 25	South Beach Harbor	EMP Industries	Pump-out parts, supplies and replacement	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$5,305	\$20,000	\$5,305	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 15	SBH 26	South Beach Harbor	Evergreen Oil Inc. and various vendors	Receives used oil, filters, booms, pads and other hazardous material	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100	\$175	\$1,100	\$175	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 27	South Beach Harbor	Henderson Marine Supply and various vendors	Marine supply company	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$2,844	\$10,000	\$2,844	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 28	South Beach Harbor	Hetch Hetchy Water and Electricity	Electricity	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	\$82,968	\$120,000	\$82,968	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 29	South Beach Harbor	Independent Electrical Supplies and various vendors	Electrical supplies	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$544	\$5,000	\$544	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 30	South Beach Harbor	Industrial Maintenance Engineers (IME)	Janitorial services	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000	\$34,477	\$45,000	\$34,477	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 31	South Beach Harbor	Lab Safety Supply and various vendors	Safety supplies and cleaning equipment	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$1,500	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 32	South Beach Harbor	Latitude 38° and various vendors	Advertising	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,800	\$5,418	\$8,800	\$5,418	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 33	South Beach Harbor	Mainline Security and various vendors	Lock and key service providers	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$2,250	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 34	South Beach Harbor	Marine Lien Sale Service	Process liens and conduct lien sales	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400	\$952	\$2,400	\$952	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 35	South Beach Harbor	Nautical Software Solutions and various vendors	Marina program technical support	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$2,250	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 36	South Beach Harbor	Park Presidio Marine and various vendors	Boat and motor supplies and repair	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950	\$1,004	\$1,950	\$1,004	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 37	South Beach Harbor	Peachtree Business Forms and various vendors	Pre-printed forms such as parking passes and tickets	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	\$349	\$6,000	\$349	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 38	South Beach Harbor	PG&E	Gas service	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,600	\$2,954	\$4,600	\$2,954	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 39	South Beach Harbor	Port Supply and various vendors	Marine parts, equipment and supplies	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,150	\$0	\$1,150	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 15	SBH 40	South Beach Harbor	Precise Printing and various vendors	Letterhead stationery items	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,500	\$3,409	\$6,500	\$3,409	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 41	South Beach Harbor	Pump Repair Service Co., Inc. and various vendors	Pump supplies and repair	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$3,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 42	South Beach Harbor	Recology Golden Gate and various vendors	Garbage service	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69,000	\$51,203	\$69,000	\$51,203	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 43	South Beach Harbor	San Francisco Landmark Signs, Inc. and various vendors	Signage	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,200	\$216	\$6,200	\$216	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 44	South Beach Harbor	Santora Sales and various vendors	Janitorial equipment and supplies	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000	\$5,992	\$11,000	\$5,992	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 45	South Beach Harbor	CCSF/ PUC	Water service	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,500	\$16,391	\$37,500	\$16,391	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 46	South Beach Harbor	Staples Advantage and various vendors	Office supplies	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200	\$378	\$2,200	\$378	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 47	South Beach Harbor	Terminix	Pest control	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800	\$1,038	\$1,800	\$1,038	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 48	South Beach Harbor	The Tide Book Company and various vendors	Advertising	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$5,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 49	South Beach Harbor	Trionics and various vendors	Marine equipment supplies/dock boxes	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,400	\$4,501	\$35,400	\$4,501	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 16	SBH 50	South Beach Harbor	ThyssenKrupp Elevator Corp.	Elevator maintenance, testing and repair	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,788	\$0	\$3,788	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 16	SBH 51	South Beach Harbor	U Save Equipment Rental and various vendors	Equipment rental	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$317	\$3,750	\$317	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 52	South Beach Harbor	Unified TelDate (UTDI), Carousel Industries	Telephone equipment maintenance	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,267	\$1,500	\$1,267	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 53	South Beach Harbor	United Site Services and various vendors	Port-a-Poty rental and services	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400	\$1,611	\$3,400	\$1,611	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 54	South Beach Harbor	Valencia Cyclery and various vendors	Bicycle parts and repairs	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,350	\$0	\$1,350	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 55	South Beach Harbor	Valley Crest Landscape Maintenance	Landscape maintenance and supplies	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500	\$14,398	\$22,500	\$14,398	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 56	South Beach Harbor	Xerox	Copy/scan equipment	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,300	\$2,294	\$3,300	\$2,294	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 57	South Beach Harbor	Bradley Air-conditioning and various vendors	Air conditioning	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500	\$3,855	\$7,500	\$3,855	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 58	South Beach Harbor	Neopost	Folding machine maintenance	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$740	\$218	\$740	\$218	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 59	South Beach Harbor	CCSF/ City Attorney's Office	Legal Services	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$5,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 60	South Beach Harbor	Harbormaster and Port Captains Association	Trade Association membership	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$276	\$300	\$276	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 16	SBH 61	South Beach Harbor	Jaron Logo and various vendors	SBH logo merchandise	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$261	\$5,000	\$261	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 62	South Beach Harbor	Marina Recreation Association	Trade Association membership and educational conference	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800	\$525	\$800	\$525	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 63	South Beach Harbor	SBH employees	Travel and various expenses	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$1,259	\$2,000	\$1,259	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 64	South Beach Harbor	SF Ice	Ice to sell to customers	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$681	\$4,500	\$681	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 65	South Beach Harbor	Tempositions and various temporary placement agencies	Temporary staffing for SBH	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,600	\$277	\$14,600	\$277	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 66	South Beach Harbor	Wear Guard/ Aramark and various vendors	Uniform shirts, jackets,etc.	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$635	\$1,000	\$635	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 67	South Beach Harbor	ALX Technologies and various vendors	Electronic locks, keys and other security equipment	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500	\$3,493	\$3,500	\$3,493	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 68	South Beach Harbor	Battery Navigation Systems and various vendors	Nautical lights, batteries and other nautical equipment	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$1,500	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 69	South Beach Harbor	Harrison & Bonini	Miscellaneous various dock parts, supplies & equipment	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900	\$161	\$1,900	\$161	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 70	South Beach Harbor	International Fire and various vendors	Fire extinguisher and hose testing, replacements and repairs	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$676	\$1,000	\$676	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 71	South Beach Harbor	Master Car Care and various vendors	City truck maintenance and repair	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750	\$0	\$750	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 72	South Beach Harbor	Parker Diving and various vendors	Vessel Salvage	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$2,800	\$5,000	\$2,800	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 73	South Beach Harbor	Sunset Scavengers	Dumpster Rental	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$1,250	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 74	South Beach Harbor	Utility Vault and various vendors	Dock Equipment and supplies	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$5,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 75	South Beach Harbor	White Cap and various vendors	Dock repairs	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$2,500	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SBH 76	South Beach Harbor	CCSF/Dept of Public Works	Gangway repair/Pier 40	RPSB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$40,517	\$80,000	\$40,517	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SOMA 1	Office lease for South of Market Project Area Committee	Mercy Housing	Lease for office and community space for Project Area Committee	SOMA	\$0	\$0	\$6,249	\$4,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,249	\$4,820	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period. Difference is a result of lease deposit returned.

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-1, p. 17	SOMA 2	Utilities for South of Market Project Area Committee	PG & E	Utilities for office and community space for project area	SOMA	\$0	\$0	\$0	\$0	\$650	\$205	\$0	\$0	\$0	\$0	\$0	\$0	\$650	\$205	Estimated due. No remaining balance.
A-1, p. 17	SOMA 3	Contract for maintenance of Sixth Street Corridor and alleyways	MJM Management	Street cleaning, tree maintenance, litter removal, graffiti removal	SOMA	\$0	\$0	\$89,900	\$56,439	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$89,900	\$56,439	All payments made no balance remains.
A-1, p. 17	SOMA 4	Contract for Sixth Street community guides program	Central Market Community Benefit District (CMCBD)	Funding of two community guides on 6th Street	SOMA	\$0	\$0	\$50,000	\$37,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$37,500	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 17	SOMA 5	Letter Agreement w OEWD - SOM	CCSF/ OEWD	Economic Development Services - Urban Solutions & Asian Neighborhood Design	SOMA	\$0	\$0	\$392,310	\$344,219	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$392,310	\$344,219	Services not rendered contract expired.
A-1, p. 18	SOMA 7	SOMBA web maintenance	Urban Solutions	Web maintenance for the South of Market Business Association	SOMA	\$0	\$0	\$2,850	\$1,890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,850	\$1,890	Services not rendered contract expired.
A-1, p. 18	SOMA 8	Alleyway Improvements Phase 2	CCSF/ Department of Public Works	Federal MTC TLC grant required matching funds	SOMA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$848,000	\$0	\$848,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 18	SOMA 9	Letter agreement for design of Alleyways Improvements Phase II	Department of Public Works (DPW)	Schematic design and construction documentation for alleyway improvements	SOMA	\$0	\$0	\$41,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,500	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period. Payment due as part of previous line item.
A-1, p. 18	SOMA 10	GC- Construction Agreement	B-Side	Construct Bindlestiff Theater Tenant Improvements	SOMA	\$0	\$0	\$3,686	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,686	\$800	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 18	SOMA 11	SOMA Alleyways Improvements Phase 2, Arelious Walker stairway, Transbay Terminal train platform	EMC Planning Group, Inc.	As Needed CALTRANS NEPA environmental review	SOMA/ Transbay	\$0	\$0	\$19,178	\$18,178	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,178	\$18,178	Services not rendered contract expired.
A-1, p. 18	TRAN 1	Presentation maps for SOM A and Transbay	lowercase productions	Preparation of maps for SOMA and Transbay	Transbay/ SOMA	\$0	\$0	\$0	\$0	\$4,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,271	\$0	Services not rendered contract expired.
A-1, p. 18	TRAN 2	Contract for design services for Folsom Street, Essex Street, and underramp areas	CMG Landscape Architecture	Payment for conceptual designs through contract administration for select open space and streetscape improvements in the Transbay Project Area	Transbay	\$0	\$0	\$454,530	\$140,140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$454,530	\$140,140	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 18	TRAN 3	Tax Increment Sales Proceeds Pledge Agreement (Tax Increment)	Transbay Joint Powers Authority (TJPA)	The 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 tax increment from the State-owned parcels.	Transbay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-1, p. 18	TRAN 4	Implementation Agreement	Various	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	Transbay	\$0	\$0	\$0	\$0	\$300,000	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$176	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 19	WA 1	Fillmore Heritage Center	Pacific Park Management, Inc. & SF Tax Collector	Fillmore Heritage Garage Management Agreement for Garage Management & Operating Expenses Agency/City-owned garage	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$260,400	\$207,000	\$260,400	\$207,000	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 19	WA 2	Fillmore Heritage Center	Fillmore Heritage Center Homeowners' Association	Payment of HOA common area maintenance charges for an Agency/City-owned commercial parcel in the Fillmore Heritage Center pursuant to a Ground Lease and a Reciprocal Easement Agreement. CAM charges are passed through to original developer who is the tenant under the Ground Lease.	Western Addition A-2	\$0	\$0	\$66,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,740	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-1, p. 19	WA 3	Letter Agreement	CCSF/ Controller's Office	Contract for Administrative A-2 Audit	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,063	\$82,063	\$82,063	\$82,063	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 19	YB 1	Grant agreement	The Mexican Museum	Pursuant to an ENA: Funding for predevelopment, design and construction of tenant improvements for a new museum associated with a new mixed-use project at 706 Mission Street.	Yerba Buena	\$0	\$0	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000	
A-1, p. 19	YB 2	Museum of the African Diaspora	Museum of the African Diaspora	Agreement for Operation of a Museum Facility	Yerba Buena	\$0	\$0	\$0	\$0	\$425,000	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$425,000	\$125,000	\$300,000 in capital payments withheld pending submittal of documentation from MoAD, which is expected in FY 12/13.
A-1, p. 19	YB 3	Jessie Square Garage	CCSF	Puruant to a Cooperation and Tax Reimbursement Agreement for payment of garage net operating income to City	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$0	\$750,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes	
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual		Estimate
A-1, p. 19	YB 4	Jessie Square Garage	City Park; SF Tax Collector	Puruant to the Jessie Square Garage Management Agreement for garage management & operating expenses	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$509,000	\$418,772	\$509,000	\$418,772	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 19	YB 5	Yerba Buena Gardens Capital Improvement	MJM Management Group	The Separate Account Capital Reserve Fund for City-owned Yerba Buena Gardens capital improvements	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,838,473	\$314,703	\$1,838,473	\$314,703	Anticipated capital work was delayed until FY 12/13.	
A-1, p. 20	YB 6	Yerba Buena Gardens Property Management	MJM Management Group	Personal Services Contract for full-time, on-site property management of Agency/City-owned Yerba Buena Gardens	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,450,002	\$1,183,555	\$1,450,002	\$1,183,555	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-1, p. 20	YB 7	Children's Creativity Museum (Zeum)	Children's Creativity Museum (Zeum)	Operating Agreement: for the operations of a hands-on children's creativity museum	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,500	\$57,500	\$57,500	\$57,500		
A-1, p. 20	YB 8	Yerba Buena Center for the Arts	Yerba Buena Center for the Arts	Amended and Restated Agreement for Operation of Cultural Facilities for operation of galleries, forum and screening room	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$833,250	\$833,250	\$833,250	\$833,250		
A-1, p. 20	YB 9	Yerba Buena Gardens outdoor programming	Yerba Buena Arts and Events	Yerba Buena Gardens Programming Agreement for outdoor programming in the public open spaces at YBG	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500	\$7,500	\$7,500	\$7,500		
A-1, p. 20	YB 10	Community Benefit District Assessment	CCSF - Tax Collector	CBD assessment for YBG property owned by Agency/City	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68,000	\$0	\$68,000	\$0	Paid annually in Nov/Dec.	
A-1, p. 20	YB 11	Property Insurance for Yerba Buena Gardens	CCSF	Reimbursement to CCSF for Agency's share of property insurance for \$140 million worth of YBC assets	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 1	BVHP-1	Phase 2 DDA & Tax Increment Allocation Pledge Agreement (Housing Portion); affordable housing program funded by Low and Moderate Income Housing Fund (LMIHF) for CP-HPS2	Low and Moderate Income Housing Fund (LMIHF) for expenditures under Section 33334.2	Phase 2 DDA & Pledge of Property Tax Revenues to fulfill affordable housing obligations in Candlestick Point-Hunters Point Shipyard-Phase 2 Disposition and Development Agreement - see Notes	HPSY-II/BVHP-CP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 1	BVHP-2	1075 Le Conte Affordable Housing (formerly known as 6600 Third Street): Tax Increment Loan Agreement	Third & Le Conte Associates, LP	Permanent funding for construction of 73 units of supportive housing for formerly homeless individuals and families	BVHP	\$4,685,571	\$2,179,430	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,685,571	\$2,179,430	\$0	Project delayed; timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 1	BVHP-3	Candlestick Point and Phase 2 of the Hunters Point Shipyard	CP Development Co., LP	Agency funding obligation for 504 Alice Griffith Replacement Units	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 1	BVHP-4	Alice Griffith Choice Neighborhood Implementation Grant	Double Rock Ventures, LLC (Agency obligated as Fiscal Agent)	HUD Grant to revitalize Alice Griffith public housing	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$500,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 1	BVHP-5	Alice Griffith: Citywide Tax Increment Loan Agreement (Predevelopment)	Double Rock Ventures, LLC	Predevelopment funding for master planning, tenant outreach, and architectural document production, Phases 1a and 1b	BVHP	\$2,100,000	\$441,110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100,000	\$441,110	\$0	Project delayed; timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 1	BVHP-6	Alice Griffith: Construction Funding	Double Rock Ventures, LLC	Future funding required for construction subsidy	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 1	BVHP-7	5800 3rd Street, Carroll Avenue Senior Tax Increment Loan Agreement	Bayview Supportive Housing, LLC	Partial Predev Loan associated with the development of 121 affordable housing senior units with a senior center	BVHP	\$566,906	\$216,207	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$566,906	\$216,207	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 2	BVHP-8	5800 3rd Street, Carroll Avenue Senior Construction Funding	Bayview Supportive Housing, LLC	Future funding required for construction subsidy	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 2	BVHP-9	Armstrong Townhomes	Chicago Title	BEGIN Down Payment Assistance Loans	BVHP	\$210,000	\$150,918	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$210,000	\$150,918	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 2	BVHP-10	Armstrong Townhomes	Chicago Title	HUD EDI Grant funded Down Payment Assistance; Armstrong Townhomes DDA	BVHP	\$618,000	\$40,978	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$618,000	\$40,978	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 2	BVHP-11	Bay Oaks	First American Title	BEGIN Down Payment Assistance Loans	BVHP	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	\$0	\$0	
A-2, p. 2	BVHP-12	Bay Oaks	First American Title	HUD EDI Grant funded Down Payment Assistance; Bay Oaks DDA	BVHP	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 2	BVHP-13	Bay Oaks Amended and Restated Tax Increment Loan Agreement	Green Blended Community, LLC	Tax Increment Loan for the continued marketing of homeownership units in the Bayview	BVHP	\$358,483	\$162,128	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$358,483	\$162,128	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 2	BVHP-14	Bayview Commons: Agency Payment Obligation	4445 3rd Street Associates, LP	Guarantees HUD payment should Section 8 Contract terminate.	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-2, p. 2	BVHP-15	Hunters View: Second Amended and Restated Tax Increment Phase 1 Loan Agreement	HV Partners 1, LP	Perm development loan for Phase 1 Hunters View rental - new construction 107 affordable units	BVHP	\$2,235,908	\$2,723,839	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,235,908	\$2,723,839	Payments made based on amended ROPS, correction will be reflected in the next ROPS reporting period.
A-2, p. 2	BVHP-16	Hunters View: Second Amended and Restated Tax Increment Phase 1b Infrastructure Loan Agreement	Hunters View Associates LP	Perm development loan-Infrastructure improvements to facilitate the construction of 23 affordable units at Hunters View	BVHP	\$1,012,132	\$368,711	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,012,132	\$368,711	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 2	BVHP-17	Hunters View: City and County of SF Department of Public Works Letter Agreement	CCSF/ Department of Public Works	Funding for coordination and oversight of the development of infrastructure at Hunters View	BVHP	\$65,138	\$65,137	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,138	\$65,137	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 2	BVHP-18	Hunters View: Agency Payment Obligation	Citibank, N.A.	Standby payment obligation for Phase 1a in the event that the Mayor's Office of Housing does not fund its loan to the Hunters View development prior to the maturity of Citibank's loan to the project	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 2	BVHP-19	Hunters View Phase II-III Loan Agreement	Hunters View Associates LP	Permanent Development loan for Phases II & III	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 2	BVHP-20	Limited Equity Resale Program/ Agency-owned unit	C. Hillside Village Homeowners Assn	Homeowner Association Dues	BVHP	\$540	\$348	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$540	\$348	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	BVHP-21	Limited Equity Resale Program/ Agency-owned unit	Candlestick View HOA	Homeowner Association Dues	BVHP	\$5,080	\$3,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,080	\$3,400	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	BVHP-22	Limited Equity Resale Program/ Agency-owned unit	Garnett Terrace HOA	Homeowner Association Dues	BVHP	\$600	\$118	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$118	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	BVHP-23	Limited Equity Resale Program/ Agency-owned unit	Pacific Gas & Electric	Utilities	BVHP	\$600	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$10	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	BVHP-24	Single Family: Appraisals for second mortgage payoff requests	W. Matthew Cigansk	Appraisal services	BVHP	\$2,100	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100	\$65	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	BVHP-25	Single Family: Appraisals for second mortgage payoff requests	Walkup Clark	Appraisal services	BVHP	\$2,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-1	2010-11 County of Marin - HOPWA Fiscal Agent Agreement	County of Marin	SFRA is the fiscal agent for Marin's allocated share of HOPWA	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,401	\$24,401	\$24,401	\$24,401	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-2	2011-12 County of Marin - HOPWA Fiscal Agent Agreement	County of Marin	SFRA is the fiscal agent for Marin's allocated share of HOPWA	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214,345	\$214,145	\$214,345	\$214,145	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-3	2011-12 County of San Mateo - HOPWA Fiscal Agent Agreement	County of San Mateo	SFRA is the fiscal agent for San Mateo's allocated share of HOPWA	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$671,838	\$671,760	\$671,838	\$671,760	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-4	Assisted Care Facility (129 Hyde St) - HOPWA Supportive Services Agreement	Larkin Street Youth Services	Provides operating and service costs at 12 bed RCF-CI for youth	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,072	\$165,020	\$180,072	\$165,020	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-5	A Woman's Place-1049 Howard St - HOPWA Loan Agreement	Community Awareness Treatment Services	Rehab costs for 11 beds at 54 bed supportive housing	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,782	\$6,624	\$21,782	\$6,624	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-6	Deep Rent Subsidies Program - HOPWA Rental Assistance Agreement	San Francisco Housing Authority	Rental subsidies and administration-citywide up to 280	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,635,878	\$1,074,046	\$1,635,878	\$1,074,046	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-7	Brandy Moore House - 1761 Turk St - HOPWA Operating funds (Letter Agreement)	Black Coalition on AIDS	Operating costs for 11 beds transitional	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,662	\$15,841	\$21,662	\$15,841	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-8	Ferguson - 1249 Scott St-HOPWA Loan Agreement	Baker Places	Rehab costs for 12 beds transitional	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$187,538	\$35,232	\$187,538	\$35,232	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-9	HIV Advocacy Program - HOPWA Supportive Services Agreement	Catholic Charities CYO	Provide supportive services related to the Deep Rent Subsidies Program	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$166,306	\$88,375	\$166,306	\$88,375	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-10	Leland House (141 Leland Ave) - HOPWA Supportive Services Agreement	Catholic Charities CYO	Provides operating and service costs at 45 bed RCF-CI	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$943,307	\$561,473	\$943,307	\$561,473	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-2, p. 3	CH-11	Leland House (141 Leland Ave) - Tax Increment Loan Agreement	Catholic Charities CYO	Provides operating costs at 45 bed RCF-CI	Citywide Housing	\$147,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$147,448	\$0	
A-2, p. 3	CH-12	Maitri - (401 Duboce St) - HOPWA Supportive Services Agreement	Maitri	Provides operating and service costs at 14 bed RCF-CI	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$246,084	\$246,000	\$246,084	\$246,000	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 3	CH-13	Peter Claver (1340 Golden Gate Ave) - HOPWA Supportive Services Agreement	Catholic Charities CYO	Provides operating and service costs at 32 bed RCF-CI	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$411,775	\$254,131	\$411,775	\$254,131	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 3	CH-14	Richard M. Cohen Residence (220 Dolores Street) - HOPWA Supportive Services Agreement	Dolores Street Community Services	Provides operating and service costs at 10 bed RCF-CI	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$265,848	\$133,614	\$265,848	\$133,614	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 4	CH-15	Second Start Program - HOPWA Supportive Services Agreement	Catholic Charities CYO	Partial/deep rent subsidies and administration - citywide up to 105	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$415,857	\$221,010	\$415,857	\$221,010	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 4	CH-16	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	LMIHF for §33334.2 expenditure	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.)	Citywide Housing/ Yerba Buena Center	\$886,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$886,000	\$0	
A-2, p. 4	CH-17	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	LMIHF for §33334.2 expenditure	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.)	Citywide Housing/ Golden Gateway	\$577,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$577,000	\$0	
A-2, p. 4	CH-18	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	LMIHF for §33334.2 expenditure	Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency -see Notes	Citywide Housing/ Western Addition A-2	\$262,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262,000	\$0	
A-2, p. 4	CH-19	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	LMIHF for §33334.2 expenditure	Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency -see Notes	Citywide Housing/ Rincon Point-South Beach	\$434,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$434,000	\$0	
A-2, p. 4	CH-20	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	LMIHF for §33334.2 expenditure	Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency -see Notes	Citywide Housing/ Hunters Point	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 4	CH-21	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	LMIHF for §33334.2 expenditure	Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency -see Notes	Citywide Housing/ India Basin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 4	CH-22	Resolution No. 25-2010: APPROVING AN AMENDMENT OF THE AGENCY'S FISCAL YEAR 2009-2010 BUDGET	LMIHF	Increases expenditure authority by \$28.8M, including \$16.483 borrowed from Low-Mod Income Housing Fund (LMIHF) for SERAF payment, and establishes repayment obligation by 6/30/2015	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 4	CH-23	Central Freeway Parcel O Predevelopment & Construction Funding	TBD	Funding for development of Agency owned parcel for 80 units of affordable housing; part of Replacement Housing Obligation	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-24	Central Freeway Parcel O	CCSF	Promissory note related to land acquisition	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-25	150 Otis Tax Increment Loan	150 Otis Associates LP	TI Construction loan for 76 units of supportive housing	Citywide Housing	\$80,050	\$80,049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,050	\$80,049	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 5	CH-26	25 Essex	Daily Journal	Notice of Hearing	Citywide Housing	\$1,000	\$805	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$805	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 5	CH-27	Alexander Residence: Agency Payment Obligation	AR Preservation LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes	
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual		Estimate
A-2, p. 5	CH-28	Antonia Manor: Agency Payment Obligation	AM Preservation LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-29	Central Freeway Parcel G (Richardson Apts): Agency Payment Obligation	365 Fulton, LP	Guarantees HCD-MHP payment to take out Citibank construction loan.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-30	Church St Apartments: Agency Payment Obligation	Church Street Housing Associates, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-31	Derek Silva Commons: Agency Payment Obligation	Mercy Housing XVII, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-32	Leland Polk Senior Apts: Agency Payment Obligation	Mercy Housing XVIII, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-33	Maria Manor Apartments: Agency Payment Obligation	MM Preservation, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-34	Marlton Manor Apartments: Agency Payment Obligation	Marlton Affordable Associates, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-35	Notre Dame Apartments: Agency Payment Obligation	Notre Dame Housing Partners, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-36	Ocean Beach Apartments: Agency Payment Obligation	Ocean Beach Apartments, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-37	O'Farrell Towers: Agency Payment Obligation	O'Farrell Senior Housing, LP	Guarantees HUD payment should Section 8 Contract terminate.	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 5	CH-38	Midori Hotel Tax Increment Loan Agreement	Midori Housing Corporation	Minor Rehab: Sprinkler System Upgrade	Citywide Housing	\$200,423	\$56,345	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,423	\$56,345	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 6	CH-39	Phelan Loop Tax Increment Loan Agreement	BVNC	Permanent development of 70 units affordable Rental housing	Citywide Housing	\$564,054	\$564,013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$564,054	\$564,013	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 6	CH-40	Homeownership Counseling Letter Agreement	CCSF/ Mayor's Office of Housing	Homeownership Assistance/Counseling	Citywide Housing	\$162,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$162,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 6	CH-41	Limited Equity Resale Program/ Agency-owned unit	CCSF/ SF Tax Collector	Property Taxes	Citywide Housing	\$50,000	\$2,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$2,300	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 6	CH-42	Corporation for Supportive Housing Personal Services Contract	The Corporation for Supportive Housing	Technical Assistance Services Contract	Citywide Housing	\$50,000	\$20,161	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$20,161	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 6	CH-43	Single Family Home ownership Capital Improvement Reimbursement	Various	Reimbursement of affordable home seller for capital improvements made pursuant to Limited Equity Declaration of Restrictions	Citywide Housing	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 6	CH-44	Community Housing Partnership	Community Housing Partnership	Move-out cleaning services	City Wide Housing	\$14,820	\$8,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,820	\$8,784	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 6	CH-45	Agency Admin Housing Operations	Tempositions, Inc.	Temp contract for Helene Applegate	Citywide Housing	\$15,000	\$6,439	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$6,439	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 6	CH-46	Real Estate Transactional Fees	Various	For housing division real estate transactional fees related to escrows	Citywide Housing	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 6	CH-47	Public Notices	Various	For any required public notices regarding actions on LMIHF assets/properties	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 6	CH-49	LMIHF Property Maintenance	Various	Ongoing property maintenance on LMIHF real estate properties	Citywide Housing	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	
A-2, p. 6	CH-50	Environmental Services	Various	For Environmental Review Services	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 6	CH-51	Staffing Cost	Employees/CCSF	Staffing Cost associated with Housing obligations	Citywide Housing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 6	HP1	Parcel EE-2 Predevelopment Funding	Habitat for Humanity	Future funding required for predevelopment subsidy	Hunters Point	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 6	HPSY-1	Disposition and Development Agreement -Hunters Point Shipyard Phase 1; affordable housing program funded by LMIHF for HPS Phase 1	LMIHF for \$33334.2 expenditure	Contractual obligation to fund & construct affordable housing under Hunters Point Shipyard-Phase 1 Disposition and Development Agreement	HPSY-I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes		
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual		Estimate	Actual
A-2, p. 7	MBN-1	Mission Bay North Tax Allocation Pledge Agreement (Housing Portion); affordable housing program funded by LMIHF for Mission Bay North	LMIHF for \$33334.2 expenditure	Pledge of Property Tax Revenues under Mission Bay North Tax Allocation Pledge Agreement -see Notes	Mission Bay North	\$1,228,821	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,228,821	\$0	
A-2, p. 7	MBN-2	Mission Creek Senior Apts: Agency Payment Obligation	Mercy Housing California XX, LP	Guarantees HUD payment should Section 8 Contract terminate.	Mission Bay North	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 7	MBN-3	Rich Sorro Commons: Agency Payment Obligation	Mission Bay Affordable Housing, LP	Guarantees HUD payment should Section 8 Contract terminate.	Mission Bay North	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 7	MBN-4	Limited Equity Resale Program/ Agency-owned unit	Beacon Residential HOA	Homeowner Association Dues	Mission Bay North	\$23,600	\$14,788	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,600	\$14,788	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 7	MBN-5	Limited Equity Resale Program/ Agency-owned unit	Mission Bay Maintenance	Homeowner Association Dues	Mission Bay North	\$910	\$374	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$910	\$374	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 7	MBN-6	Limited Equity Resale Program/ Agency-owned unit	City Park	Homeowner Parking Fee	Mission Bay North	\$3,600	\$509	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600	\$509	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 7	MBS-1	Mission Bay South Tax Allocation Pledge Agreement (Housing Portion); affordable housing program funded by LMIHF for Mission Bay South	LMIHF for \$33334.2 expenditure	Pledge of Property Tax Revenues under Mission Bay South Tax Allocation Pledge Agreement - see Notes	Mission Bay South	\$1,351,662	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,351,662	\$0	
A-2, p. 7	MBS-2	Mission Bay Developer Contribution for Mayor's Office of Housing Affordable Housing Payment	CCSF/ Mayor's Office of Housing	Payment towards affordable housing to off-set loss of CDBG Grant	Mission Bay South	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 7	MBS-3	1180 4th Street (formerly known as 1000 4th Street), Amended and Restated Tax Increment Loan Agreement	Mercy Housing California XLIV, L.P.	Predevelopment and construction loan for 150 units of family rental housing	Mission Bay South	\$12,353,002	\$1,839,054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,353,002	\$1,839,054	Construction closing delayed therefore timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 8	MBS-4	Mission Bay South Parcel 7W	Mission Bay Block 7 Housing Partners, L.P.	Future funding required for construction subsidy	Mission Bay South	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 8	RPSB-1	Limited Equity Resale Program/ Agency-owned unit	200 Brannan Owners Association	Homeowner Association Dues	RPSB	\$3,000	\$817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$817	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 8	RPSB-2	Limited Equity Resale Program/ Agency-owned unit	301 Bryant Street HOA	Homeowner Association Dues	RPSB	\$9,100	\$5,342	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,100	\$5,342	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 8	RPSB-3	Limited Equity Resale Program/ Agency-owned unit	The Brannan OA	Homeowner Parking Fee	RPSB	\$595	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$595	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 8	SOM-1	200 6th Street	Terminix	Pest Control	SOMA	\$3,600	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600	\$600	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 8	SOM-2	200 6th Street, Utility Payments	CCSF/ PUC-Water	Utilities	SOMA	\$600	\$137	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$137	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 8	SOM-3	200 Sixth Street, Citywide Tax Increment Loan Agreement	Mercy Housing California 51, L.P.	Predevelopment loan for 56 units of family rental housing	SOMA	\$742,666	\$187,643	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$742,666	\$187,643	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 8	SOM-4	200 Sixth Street Construction Loan Funding	Mercy Housing California 51, L.P.	Future funding required for construction subsidy	SOMA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 8	SOM-5	474 Natoma	Terminix	Pest Control	SOMA	\$3,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 8	SOM-6	474 Natoma Tax Increment Loan Agreement	CCSF/ Reproduction and Mail Services	Redline paper	SOMA	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	
A-2, p. 8	SOM-7	474 Natoma Tax Increment Loan Agreement	474 Natoma LLC	Perm development loan - new construction -60 units of affordable housing	SOMA	\$9,287,481	\$2,753,451	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,287,481	\$2,753,451	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-2, p. 8	TB-1	Affordable housing production obligation under Section 5027.1 of Cal. Public Resources Code; affordable housing program funded by LMIHF for Transbay	LMIHF for \$33334.2 expenditure	Affordable housing production/funding requirements of LMIHF for Transbay - see Notes	Transbay	\$1,822,937	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,822,937	\$0	
A-2, p. 8	TB-2	Rene Cazenave Apartments HOPWA Loan Agreement	25 Essex, LP	Perm development loan - new construction -9 units of supportive housing for formerly homeless people living w/HIV/AIDS	Transbay	\$950,000	\$715,048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$950,000	\$715,048	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 8	TB-3	Rene Cazenave Apartments Tax Increment and Transbay Jobs Housing Linkage Fee Loan Agreement	25 Essex, LP	Perm development loan - new construction -120 units of supportive housing for formerly homeless people	Transbay	\$15,800,000	\$3,937,866	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,800,000	\$3,937,866	Large disbursement postponed due to other financing available to the project; timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 9	TB-4	Transbay Blocks 6&7 construction funding	TBD	Future funding required for construction subsidy	Transbay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 9	WA-1	San Francisco Rent Board Letter Agreement	San Francisco Rent Board	Certificate of Preference Appeal Hearings	Western Addition and BVHP	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 9	WA-2	1345 Turk Street (aka Fillmore Park) Tax Increment Loan Agreement	MSPDI Turk LLC	32 unit affordable condominiums - new construction	Western Addition A-2	\$1,352,000	\$779,712	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,352,000	\$779,712	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 9	WA-3	Certificate Of Preference IDA	EARN	IDA/Savings Program Admin and Training	Western Addition A-2	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 9	WA-4	Certificate of Preference IDA Payments	COP Participants	IDA Matching Funds	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 9	WA-5	Golden Gate Apartments: Agency Payment Obligation	GGA 1820 Post, LP	Guarantees HUD payment should Section 8 Contract terminate.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 9	WA-6	Limited Equity Resale Program/ Agency-owned unit	Fillmore Heritage	Homeowner Association Dues	Western Addition A-2	\$9,200	\$2,313	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,200	\$2,313	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 9	WA-7	Limited Equity Resale Program/ Agency-owned unit	McAllister Mews HOA	Homeowner Association Dues	Western Addition A-2	\$6,400	\$4,579	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,400	\$4,579	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 9	WA-8	Limited Equity Resale Program/ Agency-owned unit	Pacific Gas & Electric	Utilities	Western Addition A-2	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 9	WA-9	Limited Equity Resale Program/ Agency-owned unit	Law Office of Michael S. Rossoff	1310 Fillmore #410	Western Addition A-2	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 9	WA-10	Mary Helen Rogers SC, Tax Increment Loan Agreement	MHRSC, LP	Permanent Loan funding for the development of 100 affordable housing units for eligible seniors in the WA community.	Western Addition A-2	\$3,325,255	\$2,557,297	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,325,255	\$2,557,297	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-2, p. 9	WA-11	Namiki Apartments: Agency Payment Obligation	Chinatown Community Development Corporation	Guarantees HUD payment should Section 8 Contract terminate.	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
A-2, p. 9	YBC-1	Limited Equity Resale Program/ Agency-owned unit	246 Second Street Owners Assn	Homeowner Association Dues	Yerba Buena Center	\$6,500	\$3,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,500	\$3,860	Timing of invoices and payments differed and will be reflected in the next ROPS reporting period.
A-3, p. 1	BVHP1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009E, 2009F, 2011A, and 2011B	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,497,442	\$2,497,442	\$0	\$0	\$2,497,442	\$2,497,442	
A-3, p. 1	BVHP2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009E, 2009F, 2011A, and 2011B	BVHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$0	\$0	\$1,500	\$1,500	
A-3, p. 1	GG1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1998D, 2003A, 2003B, 2004D, 2005A, 2005B, 2005C, 2006A, 2007B, 2010A, and 2011A	Golden Gateway	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,939,200	\$15,938,774	\$0	\$0	\$15,939,200	\$15,938,774	
A-3, p. 1	GG2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1998D, 2003A, 2003B, 2004D, 2005A, 2005B, 2005C, 2006A, 2007B, 2010A, and 2011A	Golden Gateway	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,100	\$3,100	\$0	\$0	\$3,100	\$3,100	
A-3, p. 1	HP1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1998C, 1998D, 2004A, 2005C, 2007B, and 2011A	Hunters Point	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$684,793	\$684,793	\$0	\$0	\$684,793	\$684,793	
A-3, p. 1	HP2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1998C, 1998D, 2004A, 2005C, 2007B, and 2011A	Hunters Point	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$300	\$0	\$0	\$300	\$300	
A-3, p. 1	IB1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2004A, 2005C, and 2007B	India Basin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$436,056	\$436,056	\$0	\$0	\$436,056	\$436,056	
A-3, p. 2	IB2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2004A, 2005C, and 2007B	India Basin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$300	\$0	\$0	\$300	\$300	
A-3, p. 2	MBN1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2005D, 2006A, 2006B, 2007A, 2009A, 2009C, 2009E, 2011C, and 2011E	Mission Bay North	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,993,790	\$8,993,789	\$0	\$0	\$8,993,790	\$8,993,789	

Exhibit A-5: Prior Period Payments

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		Total		Notes
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
A-3, p. 2	MBN2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2005D, 2006A, 2006B, 2007A, 2009A, 2009C, 2009E, 2011C, and 2011E	Mission Bay North	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$4,500	\$0	\$0	\$4,500	\$4,500	
A-3, p. 2	MBS1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2009A, 2009D, 2009E, 2011D, and 2011E	Mission Bay South	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,282,246	\$8,282,246	\$0	\$0	\$8,282,246	\$8,282,246	
A-3, p. 2	MBS3	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2009A, 2009D, 2009E, 2011D, and 2011E	Mission Bay South	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,700	\$2,700	\$0	\$0	\$2,700	\$2,700	
A-3, p. 2	RPSB1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1993B, 1998C, 2003A, 2003B, 2004A, 2004C, 2004D, 2005A, 2006A, 2007A, 2007B, 2009A, and 2009E; South Beach Harbor 1986A Variable Rate Demand Bond	Rincon Point-South Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,093,770	\$15,083,270	\$0	\$0	\$15,093,770	\$15,083,270	
A-3, p. 2	RPSB2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1993B, 1998C, 2003A, 2003B, 2004A, 2004C, 2004D, 2005A, 2006A, 2007A, 2007B, 2009A, and 2009E	Rincon Point-South Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,200	\$7,100	\$0	\$0	\$7,200	\$7,100	
A-3, p. 2	SOM1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2007A, 2009B, 2009F, 2011A, and 2011B	South of Market	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$897,982	\$897,556	\$0	\$0	\$897,982	\$897,556	
A-3, p. 2	SOM2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2007A, 2009B, 2009F, 2011A, and 2011B	South of Market	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$490	\$0	\$0	\$600	\$490	
A-3, p. 2	SBH1	Bonds	US Bank	Variable Rate Demand Refunding Bonds Series 1986A	South Beach Harbor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$583,050	\$629,052	\$0	\$0	\$583,050	\$629,052	
A-3, p. 2	SBH2	Bonds	US Bank	Trustee, Remarketing Agent, Legal Fees Variable Rate Demand Refunding Bonds Series 1986A	South Beach Harbor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$19,000	\$0	\$0	\$20,000	\$19,000	
A-3, p. 3	TB1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009F, 2010A, 2011A, and 2011B	Transbay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,230,708	\$4,230,708	\$0	\$0	\$4,230,708	\$4,230,708	
A-3, p. 3	TB2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 2007A, 2009A, 2009B, 2009F, 2010A, 2011A, and 2011B	Transbay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$600	\$0	\$0	\$600	\$600	
A-3, p. 3	WA1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003A, 2003B, 2004A, 2004D, 2005A, 2005B, 2005C, 2007B, 2009A, 2009E, 2010A, and 2011A	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,690,643	\$11,690,643	\$0	\$0	\$11,690,643	\$11,690,643	
A-3, p. 3	WA2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003A, 2003B, 2004A, 2004D, 2005A, 2005B, 2005C, 2007B, 2009A, 2009E, 2010A, and 2011A	Western Addition A-2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,700	\$3,700	\$0	\$0	\$3,700	\$3,700	
A-3, p. 3	YB1	Bonds	US Bank/ Bank of New York	Bond - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003B, 2003C, 2004A, 2004D, 2005C, 2006A, 2007A, 2007B, 2009A, 2009B, and 2009E	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,956,857	\$26,956,858	\$0	\$0	\$26,956,857	\$26,956,858	
A-3, p. 3	YB2	Bonds	US Bank/ Bank of New York	Bond Trustee Fees - Tax Allocation Bonds Series 1993B, 1998C, 1998D, 2003B, 2003C, 2004A, 2004D, 2005C, 2006A, 2007A, 2007B, 2009A, 2009B, and 2009E	Yerba Buena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,600	\$6,600	\$0	\$0	\$6,600	\$6,600	
A-4, p. 1	1	Tax Increment Pass-Through Payment	San Francisco Community College District	Amount of AB1290 Pass-through not yet paid from \$56,753,134 tax increment distribution in January 2012.	Agency-wide	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,809	\$0	\$0	\$0	\$132,809	\$0	Pass through payments were subsequently made directly by CCSF. Successor Agency did not receive pass through amount.
A-4, p. 1	2	Tax Increment Pass-Through Payment	San Francisco Unified School District	Amount of AB1290 Pass-through not yet paid from \$56,753,134 tax increment distribution in January 2012.	Agency-wide	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$710,157	\$0	\$0	\$0	\$710,157	\$0	Pass through payments were subsequently made directly by CCSF. Successor Agency did not receive pass through amount.
A-4, p. 1	3	Tax Increment Pass-Through Payment	Bay Area Air Quality Management District	Amount of AB1290 Pass-through not yet paid from \$56,753,134 tax increment distribution in January 2012.	Agency-wide	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,368	\$0	\$0	\$0	\$19,368	\$0	Pass through payments were subsequently made directly by CCSF. Successor Agency did not receive pass through amount.
A-4, p. 1	4	Tax Increment Pass-Through Payment	Bay Area Rapid Transit District	Amount of AB1290 Pass-through not yet paid from \$56,753,134 tax increment distribution in January 2012.	Agency-wide	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,104	\$0	\$0	\$0	\$58,104	\$0	Pass through payments were subsequently made directly by CCSF. Successor Agency did not receive pass through amount.
A-4, p. 1	5	Tax Increment Pass-Through Payment	City and County of San Francisco for benefit of ERAF fund	Amount of AB1290 Pass-through not yet paid from \$56,753,134 tax increment distribution in January 2012.	Agency-wide	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,336,141	\$0	\$0	\$0	\$2,336,141	\$0	Pass through payments were subsequently made directly by CCSF. Successor Agency did not receive pass through amount.

**Exhibit A-6: UNSPENT BOND PROCEEDS: NON-HOUSING**

(Unspent bond proceeds that are not allocated to Non-Housing ROPS lines on Exhibit A-3)

Bond Series	Bond Type	Enforceable Obligation	Purpose per Official Statement	Purpose per Loan Agreement	Unspent Balance
1994A	Tax Exempt	SOM Earthquake Recovery Project Area Loan Agreement dated 6/15/94 between SFRA, First Trust of California N.A. (Trustee) and CCSF Redevelopment Financing Authority	To assist the Agency in financing of redevelopment activities, including low and moderate income housing developments, in the following project areas: Rincon Point-South Beach, Western Addition A-2, YBC, Hunters Point, and SOM Earthquake Recovery (Official Statement dated 6/21/94, page 1).  Estimated uses of Redevelopment Fund and Low and Moderate Income Housing Fund: \$18,396,687.44 (Official Statement dated 6/21/94, page 4).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  \$452,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	13,508
1995A	Tax Exempt	SOM Earthquake Recovery Redevelopment Project Area Loan Agreement and Rincon Point-South Beach Redevelopment Project Area Loan Agreement, both dated 4/1/95 between SFRA, First Trust of California N.A. (Trustee) and CCSF Redevelopment Financing Authority	To assist the Agency in financing of redevelopment activities, including low and moderate income housing developments, in the following project areas: Rincon Point-South Beach, Western Addition A-2, Hunters Point, SOM Earthquake Recovery, India Basin, and Embarcadero-Lower Market (Golden Gateway) (Official Statement dated 4/18/95, page 1).  Estimated use of funds: -Redevelopment Fund and Low and Moderate Income Housing Fund: \$9,931,000 (Official Statement dated 4/18/95, page 3).	To assist in the financing of redevelopment activities of the Agency, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  SOM: \$500,000 of the loan proceeds are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). RP-SB: \$865,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 12). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 14).	46,428
1996A	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area Loan Agreement dated 3/1/96 between SFRA, First Trust of California, N.A. (Trustee) and CCSF Redevelopment Financing Authority	To assist the Agency in financing of redevelopment activities, including low and moderate income housing developments, in the following project areas: Rincon Point-South Beach, YBC, Western Addition A-2, Hunters Point, SOM Earthquake Recovery, India Basin, and Embarcadero-Lower Market (Golden Gateway) (Official Statement dated 3/13/96, page 1).  Estimated use of funds: -Redevelopment Fund and Low and Moderate Income Housing Fund: \$11,045,000 (Official Statement dated 3/13/96, page 3).	To assist in the financing of redevelopment activities of the Agency, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  \$2,453,999.75 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$8,591,000 of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	48,581
1996B	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) and South of Market Earthquake Recovery Redevelopment Project Area Loan Agreement dated 1/1/97 between SFRA, First Trust of California N.A. (Trustee) and CCSF Redevelopment Financing Authority	To assist the Agency in financing of redevelopment activities, including low and moderate income housing developments, in the following project areas: Rincon Point-South Beach, YBC, Western Addition, and Embarcadero-Lower Market (Golden Gateway) (Official Statement dated 1/8/97, page 2).  Estimated use of funds: -Redevelopment Fund and Low and Moderate Income Housing Fund: \$24,928,064 (Official Statement dated 1/8/97, page 4).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  \$13,248,777.63 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$9,075,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	1,078,209
1998A	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area and SOM Earthquake Recovery Project Area Loan Agreement dated 3/1/98 between SFRA, BNY Western Trust Company (Trustee) and CCSF Redevelopment Financing Authority	Finance redevelopment activities of the Agency in the Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area and SOM Earthquake Recovery Project Area and Western Addition Redevelopment Project Area A-2 (Official Statement dated 2/24/98, page 1).  Estimated uses of funds: -Redevelopment Fund: \$13,478,000 -Low and Moderate Income Housing Fund: \$5,569,000 (Official Statement dated 2/24/98, page 5).	To assist in the financing of redevelopment activities of the Agency within the Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area and SOM Earthquake Recovery Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  \$6,684,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$5,569,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). Monies in the Redevelopment Fund shall be used solely in the manner provided by Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	102,388
2000A	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area, SOM Earthquake Recovery Project Area, and Federal Office Building Project Area Loan Agreement and Rincon Point-South Beach Loan Agreement, both dated 5/1/00 between SFRA, Chase Manhattan Bank and Trust Company, N.A. (Trustee) and CCSF Redevelopment Financing Authority	Finance redevelopment activities of the Agency in the following project areas: Embarcadero-Lower Market (Golden Gateway)/SOM Earthquake Recovery/Federal Office Building, Rincon Point-South Beach, and Western Addition A-2 (Official Statement dated 5/02/00, page 1).  Estimated uses of funds: -Redevelopment Fund: \$6,975,000 -Low and Moderate Income Housing Fund: \$2,750,000 (Official Statement dated 5/02/00, page 3).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  GG/SOM etc: \$4,475,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$1,000,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). Monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 11).  RPSB: \$2,500,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 9). Monies in the Redevelopment Fund shall be used solely in the manner provided by Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 10).	404,359
2003B	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area, SOM Earthquake Recovery Project Area, and Federal Office Building Project Area Loan Agreement dated 2/1/03 between SFRA, US Bank, N.A. (Trustee) and CCSF Redevelopment Financing Authority	Finance certain redevelopment activities of the Agency in the following project areas: Merged Embarcadero-Lower Market (Golden Gateway)/SOM Earthquake Recovery/Federal Office Building, Rincon Point-South Beach, YBC and Western Addition A-2; Fund a portion of the interest due on the bonds; Pay certain costs related to the issuance of the bonds (Official Statement dated 2/12/03, page 1).  Estimated uses of funds: -Redevelopment Fund: \$32,271,000 -Low and Moderate Income Housing Fund: \$19,109,000 (Official Statement dated 2/12/03, page 4).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recitals C and D, page 1).  \$605,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 11). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	26,242

**Exhibit A-6: UNSPENT BOND PROCEEDS: NON-HOUSING**  
(Unspent bond proceeds that are not allocated to Non-Housing ROPS lines on Exhibit A-3)

Bond Series	Bond Type	Enforceable Obligation	Purpose per Official Statement	Purpose per Loan Agreement	Unspent Balance
2004C	Tax Exempt	Rincon Point-South Beach Redevelopment Project Area Loan Agreement dated 6/1/04 between SFRA, BNY Western Trust Company (as Trustee) and CCSF Redevelopment Financing Authority	Finance certain redevelopment activities in the Rincon Point-South Beach Redevelopment Project Area; Pay certain costs related to the issuance of the 2004 Series C Bonds (Official Statement dated 6/10/04, page 1).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including the financing of low and moderate income housing (Loan Agreement, Recital C, page 1).  \$7,000,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund; \$0 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	518
2004D	Taxable	Rincon Point-South Beach Redevelopment Project Area Loan Agreement dated 6/1/04 between SFRA, BNY Western Trust Company (Trustee) and CCSF Redevelopment Financing Authority	Finance certain redevelopment activities of the Agency within or of benefit to the following project areas: Merged Golden Gateway/SOM/Federal Office Building, YBC, Western Addition A-2, and Rincon Point-South Beach; Pay certain costs related to the issuance of the 2004 Series D bonds (Official Statement dated 6/10/04, page 1).  Proceeds will be used for: -Redevelopment Fund: \$8,700,000 -Low and Moderate Income Housing Fund: 35,700,000 (Official Statement dated 6/10/04, page 5).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, which may include, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  \$1,700,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$10,000,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	16,965
2007A	Taxable	SOM Loan Agreement dated 10/15/07 between SFRA, The Bank of New York Trust Company, N.A. (Trustee) and CCSF Redevelopment Financing Authority	Finance certain redevelopment activities of the Agency within or of benefit to the following project areas: BVHP Area B, Mission Bay North, Rincon Point-South Beach, SOM, Transbay, and YBC Area D-1; Fund certain Reserve Accounts held by the Trustee on behalf of the Agency pursuant to certain of the 2007 Series A loan agreements; Pay certain costs related to the issuance of the 2007 Series A bonds (Official Statement dated 10/17/07, page 1).  Proceeds will be used for: -Redevelopment Fund: \$10,830,000	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recitals C and D, page 1).  \$7,442,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 11). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	588,163
2009B	Tax Exempt	BVHP Area B Loan Agreement and SOM Loan Agreement, both dated 9/1/09 between SFRA, US Bank, N.A. (Trustee) and CCSF Redevelopment Financing Authority	Finance certain redevelopment activities of the Agency within or of benefit to the following project areas: BVHP Area B, SOM, Transbay, and YBC; Pay capitalized interest through 2/1/10; Fund initial Reserve Accounts held by the Trustee on behalf of the Agency pursuant to the 2009 Series B loan agreements; Pay certain costs related to the issuance of the 2009 Series B bonds (Official Statement dated 8/18/09, page 2).  BVHP: Proceeds will be used for Area C Planning (CEQA Analysis/EIR, Plan Adoption), Historic Preservation Survey, Activity Node Planning; Model Block Streetscape Design and Improvements; Opera House Improvements; Facade and Tenant Improvements; or other eligible projects (Official Statement dated 8/18/09, page 6).  SOM: Proceeds will be used for alley improvements, SOM Health Center shell construction, or other eligible projects (Official Statement dated 8/18/09, page 6).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recitals C and D, page 1).  BVHP: \$2,398,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 11). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 13). SOM: \$2,500,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 11). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 13).	409,438
2009E	Taxable	BVHP Area B Loan Agreement dated 12/1/09 between SFRA, US Bank, N.A. (Trustee) and CCSF Redevelopment Financing Authority	Finance certain redevelopment activities of the Agency within or of benefit to the following project areas: BVHP Area B, Mission Bay North, Mission Bay South, Rincon Point-South Beach, Transbay, Western Addition A-2, and YBC D-1, including certain low and moderate income housing developments; Fund certain Reserve Accounts held by the Trustee on behalf of the Agency pursuant to the 2009 Series E loan agreements; Pay certain costs related to the issuance of the 2009 Series E bonds (Official Statement dated 12/3/09, page 2).  Proceeds will be used for general redevelopment purposes including financing the development, rehabilitation, and preservation of low and moderate income housing (Official Statement dated 12/3/09, page 5).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recitals C and D, page 1).  \$4,875,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund and \$4,702,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 11). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 13).	1,604,228
2011A		BVHP Zone 2 of Area B Loan Agreement dated 3/1/11 between SFRA, US Bank, N.A. (Trustee) and CCSF Redevelopment Financing Authority	Finance certain redevelopment activities of the Agency within or of benefit to the following project areas: BVHP Zone 2 of Area B, Embarcadero-Lower Market (Golden Gateway) Area E-1, Hunters Point, SOM, Transbay, and Western Addition A-2, including certain low and moderate income housing developments; Pay capitalized interest on the 2011 Series A Bonds through 8/1/2011; Fund Reserve Accounts held by the Trustee on behalf of the Agency pursuant to the 2011 Series A loan agreements; Pay certain costs related to the issuance of the 2011 Series A bonds (Official Statement dated 3/17/11, page 1).  Proceeds in BVHP Area B will be used for: -Redevelopment Fund: \$2,083,000 (Official Statement dated 3/17/11, page 6).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, which may include, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recitals C and D, page 1).  \$2,083,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 12). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 14).	see above

**Exhibit A-6: UNSPENT BOND PROCEEDS: NON-HOUSING**

(Unspent bond proceeds that are not allocated to Non-Housing ROPS lines on Exhibit A-3)

Bond Series	Bond Type	Enforceable Obligation	Purpose per Official Statement	Purpose per Loan Agreement	Unspent Balance
2009F	Tax Exempt	BVHP Area B Loan Agreement and SOM Redevelopment Project Area Loan Agreement, both dated 12/1/09 between SFRA, US Bank, N.A. (Trustee) and CCSF Redevelopment Financing Authority	<p>Finance certain redevelopment activities of the Agency within or of benefit to the following project areas: BVHP Area B, SOM, and Transbay; Fund Reserve Accounts held by the Trustee on behalf of the Agency pursuant to the 2009 Series F loan agreements; Pay certain costs related to the issuance of the 2009 Series F bonds (Official Statement dated 12/3/09, page 2).</p> <p>BVHP: Proceeds will be used for transportation improvements or other eligible projects (Official Statement dated 12/3/09, page 5).</p> <p>SOM: Proceeds will used for alley improvements, facade and other tenant grants, or other eligible projects (Official Statement dated 12/3/09, page 5).</p>	<p>To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recitals C and D, page 1).</p> <p>\$1,100,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 11). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 13).</p> <p>\$1,200,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 11). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).</p>	388,171
<b>TOTAL</b>					<b>4,727,198</b>

**Exhibit A-7: UNSPENT BOND PROCEEDS: HOUSING**

(Unspent bond proceeds that are not allocated to Housing ROPS lines on Exhibit A-3)

Bond Series	Bond Type	Enforceable Obligation	Purpose per Official Statement	Purpose per Loan Agreement	Unspent Balance
1994A	Tax Exempt	Yerba Buena Center Redevelopment Project Area Loan Agreement and SOM Earthquake Recovery Project Area Loan Agreement, both dated 6/15/94 between SFRA, First Trust of California N.A. (Trustee) and CCSF Redevelopment Financing Authority	To assist the Agency in financing of redevelopment activities, including low and moderate income housing developments, in the following project areas: Rincon Point-South Beach, Western Addition A-2, YBC, Hunters Point, and SOM Earthquake Recovery (Official Statement dated 6/21/94, page 1).  Estimated uses of Redevelopment Fund and Low and Moderate Income Housing Fund: \$18,396,687.44 (Official Statement dated 6/21/94, page 4).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  YBC: \$12,469,687.44 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$100,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).  SOM: \$452,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	10
1996A	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area Loan Agreement dated 3/1/96 between SFRA, First Trust of California, N.A. (Trustee) and CCSF Redevelopment Financing Authority	To assist the Agency in financing of redevelopment activities, including low and moderate income housing developments, in the following project areas: Rincon Point-South Beach, YBC, Western Addition A-2, Hunters Point, SOM Earthquake Recovery, India Basin, and Embarcadero-Lower Market (Golden Gateway) (Official Statement dated 3/13/96, page 1).  Estimated use of funds: -Redevelopment Fund and Low and Moderate Income Housing Fund: \$11,045,000 (Official Statement dated 3/13/96, page 3).	To assist in the financing of redevelopment activities of the Agency, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  \$2,453,999.75 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$8,591,000 of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	3
1996B	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) and South of Market Earthquake Recovery Redevelopment Project Area Loan Agreement dated 1/1/97 between SFRA, First Trust of California N.A. (Trustee) and CCSF Redevelopment Financing Authority	To assist the Agency in financing of redevelopment activities, including low and moderate income housing developments, in the following project areas: Rincon Point-South Beach, YBC, Western Addition, and Embarcadero-Lower Market (Golden Gateway) (Official Statement dated 1/8/97, page 2).  Estimated use of funds: -Redevelopment Fund and Low and Moderate Income Housing Fund: \$24,928,064 (Official Statement dated 1/8/97, page 4).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  \$13,248,777.63 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$9,075,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	417,452
1998A	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area and SOM Earthquake Recovery Project Area Loan Agreement dated 3/1/98 between SFRA, BNY Western Trust Company (Trustee) and CCSF Redevelopment Financing Authority	Finance redevelopment activities of the Agency in the Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area and SOM Earthquake Recovery Project Area and Western Addition Redevelopment Project Area A-2 (Official Statement dated 2/24/98, page 1).  Estimated uses of funds: -Redevelopment Fund: \$13,478,000 -Low and Moderate Income Housing Fund: \$5,569,000 (Official Statement dated 2/24/98, page 5).	To assist in the financing of redevelopment activities of the Agency within the Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area and SOM Earthquake Recovery Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  \$6,684,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$5,569,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). Monies in the Redevelopment Fund shall be used solely in the manner provided by Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 12).	5,507
2000A	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area, SOM Earthquake Recovery Project Area, and Federal Office Building Project Area Loan Agreement dated 5/1/00 between SFRA, Chase Manhattan Bank and Trust Company, N.A. (Trustee) and CCSF Redevelopment Financing Authority	Finance redevelopment activities of the Agency in the following project areas: Embarcadero-Lower Market (Golden Gateway)/SOM Earthquake Recovery/Federal Office Building, Rincon Point-South Beach, and Western Addition A-2 (Official Statement dated 5/02/00, page 1).  Estimated uses of funds: -Redevelopment Fund: \$6,975,000 -Low and Moderate Income Housing Fund: \$2,750,000 (Official Statement dated 5/02/00, page 3).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  \$4,475,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$1,000,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). Monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 11).	469,830
2001A	Tax Exempt	Embarcadero-Lower Market (Golden Gateway) Redevelopment Project Area, SOM Earthquake Recovery Project Area, and Federal Office Building Project Area Loan Agreement and YBC Approved Redevelopment Project Area Loan Agreement, both dated 5/1/01 between SFRA, Chase Manhattan Bank and Trust Company, N.A. (Trustee) and CCSF Redevelopment Financing Authority	Finance certain redevelopment activities of the Agency in the following project areas: Embarcadero-Lower Market (Golden Gateway)/SOM Earthquake Recovery/Federal Office Building, Rincon Point-South Beach, YBC and Western Addition A-2; Fund Reserve Accounts; Pay certain costs related to the issuance of the bonds (Official Statement dated 5/08/01, page 1).  Estimated uses of funds: -Redevelopment Fund: \$14,790,000 -Low and Moderate Income Housing Fund: \$21,000,000 (Official Statement dated 5/08/01, page 3).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recital C, page 1).  GG/SOM, etc: \$21,000,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10).  YBC: \$11,200,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 9).	162,202
2003B	Tax Exempt	YBC Approved Redevelopment Project Area Loan Agreement dated 2/1/03 between SFRA, US Bank, N.A. (Trustee) and CCSF Redevelopment Financing Authority	Finance certain redevelopment activities of the Agency in the following project areas: Merged Embarcadero-Lower Market (Golden Gateway)/SOM Earthquake Recovery/Federal Office Building, Rincon Point-South Beach, YBC and Western Addition A-2; Fund a portion of the interest due on the bonds; Pay certain costs related to the issuance of the bonds (Official Statement dated 2/12/03, page 1).  Estimated uses of funds: -Redevelopment Fund: \$32,271,000 -Low and Moderate Income Housing Fund: \$19,109,000 (Official Statement dated 2/12/03, page 4).	To assist in the financing of redevelopment activities of the Agency within and of benefit to the Project Area, including, without limitation, the financing of low and moderate income housing at affordable housing costs (Loan Agreement, Recitals C and D, page 1).  \$26,050,000 of the proceeds of the loan are to be deposited into the Redevelopment Fund and \$17,665,000 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10). The monies in the Redevelopment Fund shall be used solely in the manner provided by the Redevelopment Law and the Redevelopment Plan (Loan Agreement, Section 2.06, page 11).	164,085

**Exhibit A-7: UNSPENT BOND PROCEEDS: HOUSING**  
(Unspent bond proceeds that are not allocated to Housing ROPS lines on Exhibit A-3)

Bond Series	Bond Type	Enforceable Obligation	Purpose per Official Statement	Purpose per Loan Agreement	Unspent Balance
2004A	Tax Exempt	Rincon Point-South Beach Redevelopment Project Area Loan Agreement dated 3/1/04 between SFRA, BNY Western Trust Company (as Trustee) and CCSF Redevelopment Financing Authority	Refund a portion of the CCSF Redevelopment Financing Authority 1993 Series B Tax Allocation Refunding Revenue Bonds and all of the CCSF Redevelopment Financing Authority 1993 Series C Tax Allocation Revenue Bonds; Finance certain redevelopment activities of the Agency; Pay certain costs related to the issuance of the bonds (Official Statement dated 3/24/04, page 1).  Use of funds: - Low and Moderate Income Housing Fund: \$11,487,890.37 (Official Statement dated 3/24/04, page 7).	To assist in the financing and refinancing of redevelopment activities of the Agency within and of benefit to the Project Area, including the financing and refinancing of low and moderate income housing (Loan Agreement, Recital C, page 1).  \$11,487,890 of the proceeds of the loan are to be deposited into the Low and Moderate Income Housing Fund (Loan Agreement, Section 2.04(a), page 10).	30,619
<b>TOTAL</b>					<b>1,249,708</b>