

RESOLUTION NO. CD07-12

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF EMERYVILLE ADOPTING A FINAL 2012 ENFORCEABLE OBLIGATIONS PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34169

WHEREAS, Assembly Bill No. AB 26X1 and AB 27X1 was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 29, 2011; and

WHEREAS, a lawsuit was filed with the California Supreme Court challenging the validity of AB 26X1 and AB 27X1; and

WHEREAS, on December 29, 2011 the California Supreme Court upheld AB 26X1 dissolving Redevelopment Agencies in California effective February 1, 2012 and struck down AB 27X1 which would have allowed Agencies which paid fees to the State to continue operating; and

WHEREAS the State Supreme Court ruled that commencing on February 1, 2012 until a Recognized Obligation Payment Schedule (ROPS) is properly adopted, only payments required pursuant to an Enforceable Obligations Payment Schedule shall be made and the initial enforceable obligation payment schedule of the Successor Agency shall be the last schedule adopted by the Redevelopment Agency, excluding any agreements between the City and Agency (H&S 34177 (a)(1)).

WHEREAS, State Health and Safety Code Section 34167(a) provides that it is intended, to the maximum extent possible, that the revenues and assets of the agency be preserved so that these assets and revenues that are not needed to pay for enforceable obligations may be used by local governments to fund core governmental services; and

WHEREAS, since Section 34169, subsection (d) provides that redevelopment agencies shall, consistent with the intent declared in Section 34167(a), "preserve all assets, minimize all liabilities, and preserve all records of the agency", maintenance of Agency sites will in fact help to preserve and enhance the value of real estate assets and minimize liabilities of the Agency; and

WHEREAS, the Agency intends to continue to make payments other than payments required to meet debt service obligations that it had committed itself to pay before the enactment of AB 26X1; and

WHEREAS, to include previously omitted existing obligations and asset preservation commitments, on October 4, 2011, November 1, 2011, and December 6 and 20, 2011 the EOPS was amended in accordance with Health and Safety Code Section 34169; and

WHEREAS, the previously amended EOPS covered the period from August 2011 to December 2011; and

WHEREAS, a Final EOPS is now needed to update existing obligations and to cover the period between January through June 2012; now there be it


RESOLVED, in accordance with Health and Safety Code Section 34169, the Community Development Commission of Emeryville adopts the Final 2012 Enforceable Obligations Payment Schedule attached to this resolution as Exhibit A.

ADOPTED, by the Community Development Commission of Emeryville at a regular meeting held Tuesday, January 17, 2012 by the following vote:

AYES: (5) Chair West, Vice Chair Brinkman and Commissioners Asher, Atkin & Davis

NOES: (0) None **ABSENT:** None

EXCUSED: None **ABSTAINED:** None


CHAIRPERSON

ATTEST:

APPROVED AS TO FORM:


SECRETARY


COMMISSION GENERAL COUNSEL

EXHIBIT A

| | | | |
|---|--|---------------------------------------|--|
| Name of Redevelopment Agency: | | Emeryville Redevelopment Agency | |
| Project Area(s) | | Emeryville & Shellmound Project Areas | |
| January 17, 2012 | | | |
| Per AB 26 - Section 34167 and 34169 (*) | | | |

2012 FINAL ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (*)

| Project Name / Debt Obligation | Project | Payee | Description | Payments by Month | | | | | | Total Outstanding Debt or Obligation - December 31 2011 | Total Obligation for Period | | |
|---|-----------------------------------|-------------------------------------|---|-------------------|----------------|----------------|----------------|----------------|----------------|---|-----------------------------|----------------|-----------------|
| | | | | January | February | March | April | May | June | | | | |
| 1 Lease Deposit | | | | | | | | | | | | | |
| 2 OPA dated 10/19/410 | | | | | | | | | | | | | |
| 3 Contract for services | 64th and Christie | Rockwood Christie | Affordable Housing Project | \$416,666.67 | \$416,666.67 | \$416,666.67 | \$416,666.67 | \$416,666.67 | \$416,666.67 | \$416,666.67 | \$416,666.67 | \$416,666.67 | \$0.00 |
| 4 Contract for services | 3706 Demolition | TBD | 3706 Demolition | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 5 Contract for services | 3706 San Pablo | PG&E | Reset Power at 3706 SPA for Billboard | \$0.00 | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 6 Contract for services | 3706 San Pablo | National Const. Rental | Temp Pole at 3706 SPA-Billboard | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$360.00 |
| 7 Contract for services | 3706 San Pablo | Kier @ Wright | ALTA survey 3706 SPA | \$0.00 | \$0.00 | \$13,425.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$13,425.00 |
| 8 Contract for services | 3706 San Pablo | Jeffrey Thomas Ferrasci | Fencing at 3706 SPA | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 9 Contract for services | 3706 San Pablo | Peralta Service Corp | Maintenance at 3706 SPA | \$2,880.00 | \$2,880.00 | \$2,880.00 | \$2,880.00 | \$2,880.00 | \$2,880.00 | \$2,880.00 | \$2,880.00 | \$2,880.00 | \$17,280.00 |
| 10 Amended and Restated Public Improvements Reimbursement Agreement (Feb. 15, 2011) | 48th St. Community Garden | City of Emeryville | Monitoring of Haz/Waste 3706 Demo Costs to remediate site soils and construct improvements | \$0.00 | \$0.00 | \$11,750.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 11 Contract for services | 48th St. Garden | Aquaterra Assoc/Weiss | 1042 48th St Garden | \$1,925.99 | \$1,925.99 | \$1,925.99 | \$1,925.99 | \$1,925.99 | \$1,925.99 | \$1,925.99 | \$1,925.99 | \$1,925.99 | \$5,777.97 |
| 12 Contract for services | 48th St Garden | Misael Diaz | 48th St Community Garden Retaining Walls | \$4,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,500.00 |
| 13 Promissory Note - 11/08/2011 | 5890/5900 Christie Avenue Housing | Franchise Tax Board - Flynn Note | Christie Ave Acquisition Agreement | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 14 Promissory Note - 11/08/2011 | 5890/5900 Christie Avenue Housing | Miriam Flynn | Christie Ave Acquisition Agreement | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 15 Promissory Note - 11/08/2011 | 5890/5900 Christie Avenue Housing | Charles & Elizabeth Leone | Christie Ave Acquisition Agreement | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 16 Contract for services | Adeline Properties | Arthur Young | 3602 Adeline/1122 36th Debris removal | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$900.00 |
| 17 Contract for services | Ambassador | National Const. Rental | Temp Pole at Ambassador-Billboard | \$37.86 | \$37.86 | \$37.86 | \$37.86 | \$37.86 | \$37.86 | \$37.86 | \$37.86 | \$37.86 | \$151.44 |
| 18 Contract for services | Ambassador | Peralta Service Corp | Ambassador Site Maintenance | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$3,600.00 |
| 19 Contract for Services | Ambassador | Fugro | Well Removal from Ambassador | \$11,000.00 | \$11,000.00 | \$11,000.00 | \$11,000.00 | \$11,000.00 | \$11,000.00 | \$11,000.00 | \$11,000.00 | \$11,000.00 | \$0.00 |
| 20 Contract for services | Ambassador | Robert Haun | Construction Services | \$12,495.00 | \$12,495.00 | \$12,495.00 | \$12,495.00 | \$12,495.00 | \$12,495.00 | \$12,495.00 | \$12,495.00 | \$12,495.00 | \$12,495.00 |
| 21 Contract for services | Ambassador | Seque Construction | Billboard Foundation Removal | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 |
| 22 Contract for Services | Ambassador | Robert Haun | Billboard Foundation Removal | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 |
| 23 DDA | Ambassador | Resources for Community Development | Ambassador Laundry Project | \$1,466,109.93 | \$1,833,346.32 | \$1,833,346.32 | \$1,833,346.32 | \$1,833,346.32 | \$1,833,346.32 | \$1,833,346.32 | \$1,833,346.32 | \$1,833,346.32 | \$11,000,077.92 |
| 24 Lease | Amtrak Station | Wareham | Amtrak Lease payment to property owner | \$1,119,332.00 | \$13,745.17 | \$13,745.17 | \$13,745.17 | \$13,745.17 | \$13,745.17 | \$13,745.17 | \$13,745.17 | \$13,745.17 | \$82,471.02 |
| 25 | Amtrak Station | Wareham | Obligation to purchase upon termination | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$0.00 |
| 26 Amended and Restated Passenger Station Lease/Purchase Agreement | Amtrak Station | National Railroad Passenger Corp | Sublease of Amtrak station - obligation to sell upon termination | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 27 Amended and Restated Public Improvements Reimbursement Agreement (Feb. 15, 2011) | Art & Cultural Center | | | \$2,396,892.00 | \$2,396,892.00 | \$2,396,892.00 | \$2,396,892.00 | \$2,396,892.00 | \$2,396,892.00 | \$2,396,892.00 | \$2,396,892.00 | \$2,396,892.00 | \$0.00 |
| 28 Building Holding Costs | Arts Center | PG&E | Art Center - Power | \$390.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$390.00 |
| 29 Building Holding Costs | Arts Center | Sonitrol | Art Center-Phone lines | \$1,920.00 | \$186.67 | \$186.67 | \$186.67 | \$186.67 | \$186.67 | \$186.67 | \$186.67 | \$186.67 | \$1,120.02 |
| 30 Building Holding Costs | Arts Center | Peralta | Art Center - Weed abatement/Clean-Up | \$2,130.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$900.00 |
| 31 Building Holding Costs | Arts Center | EBMUD | Art Center - Water | \$4,320.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$2,150.00 |
| Totals - This Page | | | | \$2,271,833.68 | \$2,319,833.68 | \$2,591,758.68 | \$2,284,757.69 | \$2,277,469.83 | \$2,273,064.83 | \$2,273,064.83 | \$2,273,064.83 | \$2,273,064.83 | \$14,018,718.39 |
| Totals - Page 2 | | | | \$39,845,100.95 | \$352,862.61 | \$414,797.61 | \$269,558.44 | \$818,238.44 | \$1,932,308.44 | \$1,932,308.44 | \$1,932,308.44 | \$1,932,308.44 | \$4,314,716.67 |
| Totals - Page 3 | | | | \$272,851,846.32 | \$696,808.66 | \$4,198,200.27 | \$71,993.44 | \$47,723.04 | \$47,723.04 | \$47,723.04 | \$47,723.04 | \$47,723.04 | \$5,218,387.17 |
| Totals - Page 4 | | | | \$86,414,118.81 | \$1,137,126.29 | \$20,211.21 | \$971,856.95 | \$260,016.21 | \$41,211.21 | \$805,109.21 | \$805,109.21 | \$805,109.21 | \$3,235,531.08 |
| Totals - Page 5 | | | | \$322,389.67 | \$234,216.54 | \$16,785.41 | \$11,285.41 | \$4,645.67 | \$116.67 | \$116.67 | \$116.67 | \$116.67 | \$287,168.36 |
| Totals - Page 6 | | | | \$15,830,247.92 | \$445,261.77 | \$19,223.82 | \$23,480.41 | \$32,223.82 | \$19,223.82 | \$19,223.82 | \$19,223.82 | \$19,223.82 | \$558,637.46 |
| Totals - Other Obligations | | | | \$6,929,537.12 | \$1,843,070.34 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,843,070.34 |
| Grand total - All Pages | | | | \$450,054,831.44 | \$7,155,270.41 | \$2,885,245.05 | \$8,211,379.33 | \$2,923,195.27 | \$3,203,983.01 | \$5,077,186.41 | \$5,077,186.41 | \$5,077,186.41 | \$29,456,229.47 |
| * This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than February 1, 2012. It is valid through 6/30/12. It is the basis for the | | | | | | | | | | | | | |
| Recognized Obligation Payment Schedule (ROPS), which must be prepared by the Successor Agency. | | | | | | | | | | | | | |

| Name of Redevelopment Agency: | | Emeryville Redevelopment Agency | | Page 2 of 7 Pages | | | | | | | |
|---|---|--|---|---|-----------------|--------------|--------------|--------------|--------------|----------------|-----------------------------|
| Project Area(s) | | Project | Payee | Description | January | February | March | April | May | June | Total Obligation for Period |
| January 17, 2012 | | | | Total Outstanding Debt or Obligation - December 31 2011 | | | | | | | |
| Per AB 26 - Section 34167 and 34169 (') | | | | | | | | | | | |
| | | | | | | | | | | | |
| Project Name / Debt Obligation | | Project | Payee | Description | January | February | March | April | May | June | Total Obligation for Period |
| 1 | Building Holding Costs | Arts Center | ADT | Art Center-Alarm | \$7,967.64 | \$612.50 | \$612.50 | \$612.50 | \$612.50 | \$612.50 | \$3,675.00 |
| 2 | Contract for services | Arts Center | AMIS Planning & Research | Business Plan review/Art Center | \$18,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 3 | Contract for services | Arts Center | Robert Hahn | Pre Construction review Arts Center | \$18,971.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 4 | PRID Assessment | Arts Center | City of Emeryville | PBID - Arts Center | \$39,785.00 | \$39,785.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$39,785.00 |
| 5 | Contract for services | Bay Street | WADY Design | Parking Costs - Bay St Phase II | \$8,775.61 | \$1,293.85 | \$1,293.85 | \$1,293.85 | \$1,293.85 | \$1,293.85 | \$7,763.10 |
| 6 | Contract for services | Bay Street | Fieldman Relapp & Assoc | Bay Street Parking Svcs | \$23,147.99 | \$2,608.00 | \$2,608.00 | \$2,608.00 | \$2,608.00 | \$2,608.00 | \$15,646.00 |
| 7 | ERF Deposit | Bay Street | Madison Realty | ERF Deposit | \$60,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$60,000.00 |
| 8 | Exclusive Right of Negotiate Agreement | Site B Redevelopment | Madison Bay Street LLC | Obligation to Negotiate Disposition of Site B Properties | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 9 | Disposition and Development Agreement - Option to Acquire Hotel Parcel | Bay Street Site A Hotel Development | Madison Bay Street LLC | Agency option to acquire hotel parcel upon certain conditions precedent | \$2,000,000.00 | \$0.00 | \$0.00 | \$0.00 | \$71,537.00 | \$0.00 | \$71,537.00 |
| 10 | Disposition and Development Agreement (Section 212) - Long Term Risk Management Plan | Bay Street Site A Groundwater Remediation/Monitoring | Madison Bay Street LLC | Responsible for costs of groundwater monitoring and remediation as between Agency and Bay Street Partners | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 11 | Professional Services Agreement | Bay Street Site A Groundwater Remediation/Monitoring | Eifer & Kallinowski (EK) | Environmental engineer re on-going groundwater monitoring at Bay Street Site A | \$507,668.09 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$5,000.00 | \$20,000.00 |
| 12 | Settlement Agreement & Order (Feb 23, 2001) - Agency v Elements, US District Ct, Case No. C99-03719 WHA | Bay Street Site A Groundwater Remediation/Monitoring | Sherwin Williams | Reimbursement of Groundwater Monitoring/Remediation for sums paid to EK; Costs w/credit for sums paid to EK | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 13 | Environmental Oversight Agreement | Bay Street Site A Groundwater Remediation/Monitoring | DTSC | Regulatory Oversight | Unknown | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 14 | Disposition and Development Agreement - Option to Acquire Hotel Parcel | Bay Street Site A Hotel Development | Madison Bay Street LLC | Agency option to acquire hotel parcel upon certain conditions precedent | \$2,000,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 15 | Complaint/Environmental Cost Recovery, Agency v. Eifer & Kallinowski | Bay Street - Site B Cost Recovery | Sherwin Williams | Potential Motion for Costs | \$85,712.56 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$85,000.00 |
| 16 | Professional Services Agreement (September 1, 2008) | Bay Street - Site B Cost Recovery | Cox Castle Nicholas | Site B environmental cost recovery litigation | \$500,000.00 | \$75,000.00 | \$75,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$330,000.00 |
| 17 | Complaint/Environmental Cost Recovery, Agency v DTSC | Bay Street - Site B Cost Recovery | Sherwin Williams | Potential Motion for Attorney Fees | Unknown | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 18 | Contract for Services | Bay Street - Site B Groundwater Remediation | Cleaverwater Environmental | Site B ground water/soil drilling spoils disposal | \$20,000.00 | \$3,250.00 | \$3,250.00 | \$3,250.00 | \$3,250.00 | \$3,250.00 | \$19,500.00 |
| 19 | Environmental Oversight Agreement | Bay Street - Site B Groundwater Remediation | DTSC | Site B groundwater remediation oversight | \$94,395.61 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$50,000.00 |
| 20 | Professional Services Agreement | Bay Street - Site B Groundwater Remediation | Eifer & Kallinowski (EK) | Environmental engineer re on-going groundwater | \$2,179,481.34 | \$226,074.00 | \$226,074.00 | \$73,500.00 | \$400,000.00 | \$4,986,750.00 | \$1,299,074.00 |
| 21 | Order Confirming Settlements w/ Chevron, Adams, 2007 | Bay Street - Site B Groundwater Remediation | EK1, DTSC, Cleaverwater & other vendors | Costs to remediate groundwater beneath Site B from on-site | \$6,155,369.06 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$6,155,369.06 |
| 22 | Exclusive Right of Negotiate Agreement | Bay Street - Site B Redevelopment | Madison Bay Street LLC | Obligation to Negotiate Disposition of Site B Properties | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 23 | Lease agreement | Big Daddy's Community Garden | Big Daddy's Community Garden | Reimbursement to owner | \$4,758.45 | \$0.00 | \$0.00 | \$0.00 | \$4,758.45 | \$0.00 | \$4,758.45 |
| 24 | Obligation | Bridgecourt | Blake Pedestrian Project | Downpayment assistance for future condo conversion | \$67,309.52 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$67,309.52 |
| 25 | Contract for services | Brownfields | Spotoe Engineering, Inc. | Power SJ-480 Bike Pedestrian Project | \$495,812.28 | \$2,947.92 | \$2,947.92 | \$2,947.92 | \$2,947.92 | \$2,947.92 | \$17,687.52 |
| 26 | Contract for services | Brownfields | Susan Colman | Environ Svcs - non-EPA | \$45,094.71 | \$3,578.34 | \$3,578.34 | \$3,578.34 | \$3,578.34 | \$3,578.34 | \$21,470.04 |
| 27 | Contract for services | Brownfields | Markus Niebank | Brownfield's Svcs | \$60,778.80 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$60,000.00 |
| 28 | Contract for Services | Christie Avenue Housing | EBMUD | 5890-5900 Christie Water | \$800.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$700.00 |
| 29 | Contract for Services | Christie Avenue Housing | Reed Brothers Security | 5890-5900 Christie Locks and Gate | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,000.00 |
| 30 | Contract for Services | Christie Avenue Housing | National Const. Rental | Temp Fence at 6150 Christie | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,200.00 |
| 31 | Permit Fees | Christie Avenue Housing | City of Emeryville | Permits for fences at 6150 Christie and 3706 San Pablo | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,500.00 |
| 32 | Contract for Services | Christie Avenue Housing | PG&E | 5890-5900 Christie Power and Gas | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$18,000.00 |
| 33 | Contract for Services | Christie Avenue Housing | Allied Security | 5890-5900 Christie Phone Service for Fire Sprinklers | \$3,200.00 | \$800.00 | \$800.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$16,000.00 |
| 34 | Contract for Services | Christie Avenue Housing | JA Gonzales | 5890-5900 Christie Fire Suppression system | \$11,300.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,300.00 |
| 35 | Contract for Services | Christie Avenue Housing | JA Gonzales | 5890-5900 Christie Sidewalk | \$11,850.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,850.00 |
| 36 | Contract for Services | Christie Avenue Housing | Morgan Aluminum | Fencing at 6150 Christie | \$22,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$22,000.00 |
| 37 | Contract for services | Christie Avenue Housing | Peratta Service Corp | Maintenance at 6150 Christie | \$3,840.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$11,340.00 |
| 38 | Contract for services | Citywide - RDA | West Coast Code Consultants | PW Inspections | \$8,047.00 | \$507.83 | \$507.83 | \$507.83 | \$507.83 | \$507.83 | \$3,048.98 |
| 39 | Amended and Restated Public Improvements Corp. Yield Phase II- EOC Center | Corporation Yard Remediation | City as Indemnitor | Remediation of soil and groundwater contamination | \$140,293.00 | \$133,000.00 | \$230,000.00 | \$138,000.00 | \$75,000.00 | \$50,000.00 | \$753,000.00 |
| 40 | City/Agency Purchase & Sale Agreement (June 4, 2008) | Corporation Yard Remediation | Burke Williams Sorenson | Legal Services relating to corp yard remediation | \$3,700,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,700,000.00 |
| 42 | Contract for Services | Corporation Yard Remediation | Cox Castle Nicholas | Legal services relating to environmental hazardous materials | \$0.00 | \$1,040.00 | \$1,040.00 | \$1,040.00 | \$1,040.00 | \$1,040.00 | \$6,240.00 |
| 43 | Contract for Services | Debris Removal | Arthur Young | Debris removal for vacant properties | \$25,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$25,000.00 |
| 44 | City Loan entered into | Doyle-Hollis Park | City of Emeryville | Remediation loan Doyle-Hollis Park | \$211,143.00 | \$500.00 | \$500.00 | \$500.00 | \$211,143.00 | \$7,500.00 | \$211,143.00 |
| 45 | FEAP Lease | FEAP | Karim Adlai | Utilities for ECAP facility | \$6,000.00 | \$3,489.17 | \$3,489.17 | \$3,489.17 | \$3,489.17 | \$3,489.17 | \$24,000.00 |
| 46 | FEAP Lease | FEAP | Karim Adlai | Lease payments | \$42,288.74 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$42,288.74 |
| 47 | EUSD WOU Obligation | EUSD | Emery Unified School District | Memorandum of Understanding | \$21,250,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,250,000.00 |
| 48 | EUSD WOU Obligation | EUSD | Emery Unified School District | Memorandum of Understanding | \$21,250,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,250,000.00 |
| Totals - This Page | | | | | \$39,845,100.95 | \$526,951.13 | \$352,862.61 | \$414,797.61 | \$819,558.44 | \$1,932,308.44 | \$4,314,716.67 |
| * This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than February 1, 2012. It is valid through 6/30/12. It is the basis for the Recognized Obligation. Payment Schedule (ROPS), which must be prepared by the Successor Agency. | | | | | | | | | | | |
| *** All payment amounts are estimates | | | | | | | | | | | |

| Name of Redevelopment Agency: Project Area(s) | Emeryville Redevelopment Agency Emeryville & Shellmound Project Areas | Project | Payee | Description | Total Outstanding Debt or Obligation | Payments by Month | | | | | | Total Obligation for Period |
|--|---|-------------------------------|---------------------------------|---|--------------------------------------|---------------------|---------------------|-----------------------|--------------------|--------------------|--------------------|-----------------------------|
| | | | | | | January | February | March | April | May | June | |
| 1 | Contract for services | Economic Development | Emeryville Chamber | Economic Development Prjgms | \$25,000.00 | \$2,850.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,850.00 |
| 2 | Contract for services | Economic Development | Townsend Public Affairs | Prof Svcs to secure public financing | \$119,337.22 | \$10,000.00 | \$13,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$65,000.00 |
| 3 | Enterprise Zone | Economic Development | City of Oakland | Enterprise Zone Administration | \$450,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 |
| 4 | Contract for services | Editions Limited | SZFM | Facade Improvements - Editions Limited | \$5,687.20 | \$2,015.20 | \$2,015.20 | \$2,015.20 | \$2,015.20 | \$2,015.20 | \$2,015.20 | \$4,030.40 |
| 5 | Wareham | EmeryStation Greenway | Wareham Development Corp | ERN Deposit | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 |
| 6 | Tax increment sharing | EmeryStation Greenway | Wareham Development | Tax increment sharing | \$1,884,161.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 7 | Contract for services | EmeryStation Triangle | Keyser Marston | Fiscal Analysis Services | \$13,862.12 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 8 | Owner Participation Agreement | EmeryStation Greenway | Wareham Development | Owner Participation Agreement between RDA and Wareham | \$3,490.00 | \$1,925.99 | \$1,925.99 | \$1,925.99 | \$1,925.99 | \$0.00 | \$0.00 | \$5,777.97 |
| 9 | Contract for services | Facade Grant - Paula Leduc | SZFM | LeDuc Facade | \$4,500.00 | \$2,097.20 | \$2,402.80 | \$2,402.80 | \$2,402.80 | \$2,402.80 | \$2,402.80 | \$3,556.40 |
| 10 | Facade Grant | Facade Grant - Paula Leduc | Paula Leduc | Facade grant | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 |
| 11 | Facade Grant | Facade Grant - Limited West | Editions Limited West | Facade grant | \$9,480.00 | \$9,480.00 | \$9,480.00 | \$9,480.00 | \$9,480.00 | \$9,480.00 | \$9,480.00 | \$16,980.00 |
| 12 | Bay/Shellmound Assessments | Finance | City of Emeryville | Assessments on Agency Properties | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 13 | Contract for services | Finance | Lance Solf & Lufghard | Audit Services | \$28,710.20 | \$0.03 | \$0.03 | \$0.03 | \$0.03 | \$0.03 | \$0.03 | \$0.18 |
| 14 | PBID Assessments | Finance | City of Emeryville | Assessments on Agency Properties | \$32,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 15 | Obligation for County Fees | Finance | Alameda County | Property Tax Collection Fees | \$285,421.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$300,000.00 |
| 16 | Property Taxes | Finance | Tax Collector, Alameda County | Property Taxes on Agency Owned Properties | \$300,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$300,000.00 |
| 17 | Bond Trustee Fees | Finance | Bank of New York Mellon | Bond Trustee services | \$314,380.00 | \$314,380.00 | \$314,380.00 | \$314,380.00 | \$314,380.00 | \$314,380.00 | \$314,380.00 | \$0.00 |
| 18 | Coop Agreement with City | Finance | City of Emeryville | Administrative Cost Reimbursements | \$3,188,722.00 | \$265,726.83 | \$265,726.83 | \$265,726.83 | \$265,726.83 | \$265,726.83 | \$265,726.83 | \$265,726.83 |
| 19 | Tax Allocation Revenue Bonds, 2001 Series B | Finance | Bank of New York Mellon | Bonds to fund projects | \$6,399,463.00 | \$110,133.00 | \$110,133.00 | \$110,133.00 | \$110,133.00 | \$110,133.00 | \$110,133.00 | \$110,133.00 |
| 20 | Tax Allocation Revenue Bonds, 1995 | Finance | Bank of New York Mellon | Bonds to fund projects | \$7,832,125.00 | \$151,382.87 | \$151,382.87 | \$151,382.87 | \$151,382.87 | \$151,382.87 | \$151,382.87 | \$151,382.87 |
| 21 | Supplemental ERAF Shift in accordance with AB 26.44 | Finance | Low/Mod Housing Fund | SERAF Loan | \$9,592,732.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 22 | Tax Allocation Revenue Bonds, 2002 Series A | Finance | Bank of New York Mellon | Bonds to fund non-housing projects | \$19,558,247.00 | \$345,587.50 | \$345,587.50 | \$345,587.50 | \$345,587.50 | \$345,587.50 | \$345,587.50 | \$345,587.50 |
| 23 | Tax Allocation Revenue Bonds, 1998 Series C | Finance | Bank of New York Mellon | Bonds to fund projects | \$23,323,986.00 | \$454,274.62 | \$454,274.62 | \$454,274.62 | \$454,274.62 | \$454,274.62 | \$454,274.62 | \$454,274.62 |
| 24 | Tax Allocation Revenue Bonds, 2001 Series A | Finance | Bank of New York Mellon | Bonds to fund non-housing projects | \$27,675,256.30 | \$438,106.00 | \$438,106.00 | \$438,106.00 | \$438,106.00 | \$438,106.00 | \$438,106.00 | \$438,106.00 |
| 25 | Tax Allocation Revenue Bonds, 1998 Series B | Finance | Bank of New York Mellon | Bonds to fund projects | \$59,637,571.00 | \$953,079.75 | \$953,079.75 | \$953,079.75 | \$953,079.75 | \$953,079.75 | \$953,079.75 | \$953,079.75 |
| 26 | Tax Allocation Revenue Bonds, 2004 Series A | Finance | Bank of New York Mellon | Bonds to fund projects | \$105,675,931.00 | \$1,520,287.50 | \$1,520,287.50 | \$1,520,287.50 | \$1,520,287.50 | \$1,520,287.50 | \$1,520,287.50 | \$1,520,287.50 |
| 27 | Contract for Services | Graffiti Abatement Greenway | Peralta | City wide | \$22,547.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$7,200.00 |
| 28 | Amended and Restated Public Improvements Reimbursement Agreement (Feb 15, 2011) | Greenway | Peralta | Obligation to design, remediate and construct greenway | \$1,638,434.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 29 | Agreement with City | Greenway - 67th to City Limit | City of Berkeley | Greenway - 67th to City Limit | \$173,893.69 | \$154,000.00 | \$154,000.00 | \$154,000.00 | \$154,000.00 | \$154,000.00 | \$154,000.00 | \$173,893.69 |
| 30 | Maintenance | Greenway - HSP Collins | City of Berkeley | Greenway - HSP Collins | \$3,904.42 | \$3,904.42 | \$3,904.42 | \$3,904.42 | \$3,904.42 | \$3,904.42 | \$3,904.42 | \$3,904.42 |
| 31 | Contract for services | Greenway - Powell to Stanford | Aliquot Assoc | Greenway - Powell to Stanford | \$1,000,000.00 | \$650.74 | \$650.74 | \$650.74 | \$650.74 | \$650.74 | \$650.74 | \$3,904.44 |
| 32 | Amended and Restated Public Improvements | Greenway - Powell to Stanford | Aliquot Assoc | ALTA Survey for Greenway | \$1,000,000.00 | \$650.74 | \$650.74 | \$650.74 | \$650.74 | \$650.74 | \$650.74 | \$3,904.44 |
| 33 | Contract for services | Homebuyer | Heg & Economic Right | Homeowner's Info Workshops | \$1,600.00 | \$400.00 | \$400.00 | \$400.00 | \$400.00 | \$400.00 | \$400.00 | \$800.00 |
| 34 | Contract for services | Homebuyer | Spanish Speaking Unity | Homebuyer counseling | \$12,587.50 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$1,800.00 |
| 35 | Contract for services | Homebuyer | Anderson & Associates | Homebuyer svcs | \$124,405.00 | \$23,520.00 | \$23,520.00 | \$23,520.00 | \$23,520.00 | \$23,520.00 | \$23,520.00 | \$82,160.00 |
| 36 | Loan repayment | Homebuyer | State of California | iHELP program repayment | \$1,934,790.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 37 | Contract for services | Horton Landing Park | URS Corp | Horton Landing Park-Archaeology Monitor | \$179,102.67 | \$23,142.67 | \$23,142.67 | \$23,142.67 | \$23,142.67 | \$23,142.67 | \$23,142.67 | \$138,856.02 |
| 38 | Amended and Restated Public Improvements | Horton Landing Park | Horton Landing Park | Obligation to design, remediate and construct Horton Landing Park | \$1,000,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 39 | Second Amendment to First Implementation Agreement to Participation Agreement - Section 7 | Horton Landing Park | Novartis Vaccines & Diagnostics | Obligation to design, remediate and construct Horton Landing Park | \$1,000,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Totals - This Page | | | | | \$272,651,846.32 | \$696,808.66 | \$156,328.32 | \$4,198,200.27 | \$71,993.44 | \$47,723.04 | \$47,333.44 | \$5,218,387.17 |
| * This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than February 1, 2012. It is valid through 6/30/12. It is the basis for the Recognized Obligation Payment Schedule (ROPS), which must be prepared by the Successor Agency. | | | | | | | | | | | | |
| *** All payment amounts are estimates | | | | | | | | | | | | |

| Name of Redevelopment Agency: Project Area(s) January 17, 2012 Per AB 26 - Section 34167 and 34169 (*) | Emeryville Redevelopment Agency Emeryville & Shellmound Project Areas | Project | Payee | Description | Total Outstanding Debt or Obligation | Payments by Month | | | | | | Total Obligation for Period |
|---|--|--|-----------------------------|---|---|---------------------|--------------------|--------------------|-------------------|-----------------|-----------------|-----------------------------|
| | | | | | | January | February | March | April | May | June | |
| | | | | | | | | | | | | |
| 1 | Contract for services | Police Station | National Const. Rental | PD Construction Fence | \$1,200.00 | \$116.67 | \$116.67 | \$116.67 | \$116.67 | \$116.67 | \$116.67 | \$700.02 |
| 2 | Contract for services | Police Station | Vistamaton | PD - Furnishings and Equipment | \$1,461.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 3 | Contract for services | Police Station | Interior Motions | PD - Furnishings and Equipment | \$27,000.00 | \$27,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$27,000.00 |
| 4 | Contract for services | Police Station | Systems and Space Inc. | PD - Furnishings and Equipment | \$5,035.00 | \$5,035.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,035.00 |
| 5 | Contract for services | Police Station | Lyon Workspace Projects | PD - Furnishings and Equipment | \$413.00 | \$413.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$413.00 |
| 6 | Contract for services | Police Station | EBMUD | PD Renovations - Utilities | \$5,500.00 | \$2,750.00 | \$2,750.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,500.00 |
| 7 | Contract for services | Police Station | PG&E | PD Renovations - Utilities | \$5,500.00 | \$2,750.00 | \$2,750.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,500.00 |
| 8 | Contract for Services | Police Station | On the Move | PD Renovations - moving company | \$11,000.00 | \$11,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,000.00 |
| 9 | Contract for Services | Police Station | Applied Medical Inc | PD Renovations - evidence drying cabinet | \$11,475.00 | \$11,475.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,475.00 |
| 10 | Contract for Services | Police Station | East Bay Supply | PD Renovations - Evidence Refrigerator & Freezer | \$200.00 | \$200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$200.00 |
| 11 | Contract for Services | Police Station | California Diesel and Power | PD Renovations - annunciator | \$13,000.00 | \$13,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$13,000.00 |
| 12 | Contract for Services | Police Station | CDW-Government | PD Renovations - Audio Visual Package | \$44,000.00 | \$44,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$44,000.00 |
| 13 | Contract for services | Police Station | City of Emeryville | PD Additional furnishings & Appliances | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 14 | Contract for services | Police Station | Motorola | PD Phone Connection | \$29,167.00 | \$29,167.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$29,167.00 |
| 15 | Contract for services | Police Station | East Bay Supply | PD-Furnishings and Equipment | \$24,000.00 | \$24,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$24,000.00 |
| 16 | Contract for services | Police Station | Electronic Innovations | PD Site Gate | \$135.00 | \$135.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$135.00 |
| 17 | Contract for services | Police Station | Pivot Interiors Inc | PD - Furnishings and Equipment | \$24,000.00 | \$24,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$24,000.00 |
| 18 | Contract for services | Police Station | Trope Group | PD - Furnishings and Equipment | \$24,000.00 | \$24,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$24,000.00 |
| 19 | Contract for services | Powell & Frontage Traffic Safety Project | P&D Environmental | Testing and Analysis Soils | \$72.33 | \$72.33 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$72.33 |
| 20 | Construction Contract | Powell & Frontage Traffic Safety Project | Sposeto Engr. | Retention | \$4,008.13 | \$4,008.13 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,008.13 |
| 21 | Contract for services | Powell Streetscape | Wallace Roberts & Todd | Powell Streetscape Design | \$35,474.21 | \$11,168.74 | \$11,168.74 | \$11,168.74 | \$0.00 | \$0.00 | \$0.00 | \$33,506.21 |
| 22 | Amended and Restated Public Improvements Reimbursement Agreement (Feb 15, 2011) | Quiet Railroad Crossings | | Obligation to design and construct quiet railroad crossings | \$41,220.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$41,220.00 |
| 23 | Contract for services | SBTP | Nelson/Nygaard | Public Transit Improve Analysis | \$4,529.00 | \$0.00 | \$0.00 | \$0.00 | \$4,529.00 | \$0.00 | \$0.00 | \$4,529.00 |
| | Totals - This Page | | | | \$322,389.67 | \$234,218.54 | \$16,785.41 | \$11,285.41 | \$4,645.67 | \$116.67 | \$116.67 | \$267,168.36 |
| | * This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than February 1, 2012. It is valid through 6/30/12. It is the basis for the Recognized Obligation Payment Schedule (ROPS), which must be prepared by the Successor Agency. | | | | | | | | | | | |
| | *** All payment amounts are estimates | | | | | | | | | | | |

| Name of Redevelopment Agency: Project Area(s) | Emeryville Redevelopment Agency Emeryville & Shellmound Project Areas | Project | Payee | Description | Total Outstanding Debt or Obligation | Payments by Month | | | | | | Total Obligation for Period | |
|--|---|--|------------------------------|--|--------------------------------------|-------------------|-------------|-------------|-------------|-------------|-------------|-----------------------------|--------------|
| | | | | | | January | February | March | April | May | June | | |
| 1 | Exclusive Right of Negotiate Agreement | Site B Redevelopment | Madison Bay Street LLC | Obligation to Negotiate Disposition of Site B Properties | \$0.00 | | | | | | | | \$0.00 |
| 2 | Amended and Restated Public Improvements Reimbursement Agreement (Feb 15, 2011) | South Bayfront Ped/Bike Bridge & Horton Landing Park | | Obligation to design and construct South Bayfront Ped Bike Bridge | \$10,183,639.00 | | | | | | | | \$0.00 |
| 3 | Contract for services | South Bayfront Ped/Bike Bridge | Union Pacific RR | South Bayfront Ped/Bike Bridge | \$17,468.37 | \$2,911.40 | \$2,911.40 | \$2,911.40 | \$2,911.40 | \$2,911.40 | \$2,911.40 | \$2,911.40 | \$17,468.40 |
| 4 | Contract for services | South Bayfront Ped/Bike Bridge | Biggs Cardosa | South Bayfront Pedestrian Bridge | \$35,445.00 | \$945.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$945.00 |
| 5 | Contract for services | Transit Center | Keyser Marston | Fiscal Analysis Services | \$6,997.55 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 6 | Contract for services | Transit Center | Fieldman Rolapp & Assoc | Fiscal Svcs for Transit Center Parking | \$12,997.55 | \$1,164.59 | \$1,164.59 | \$1,164.59 | \$1,164.59 | \$1,164.59 | \$1,164.59 | \$1,164.59 | \$6,997.54 |
| 7 | Lease for Amtrak Station | Transit Center | Alameda County | Property Taxes for Amtrak Stn | \$339,300.00 | | | | | | | | \$13,000.00 |
| 8 | Lease for Amtrak Station | Transit Center | Wareham Development Corp | PA to develop Emeryville Amtrak Stn | \$630,000.00 | \$13,750.00 | \$13,750.00 | \$13,750.00 | \$13,750.00 | \$13,750.00 | \$13,750.00 | \$13,750.00 | \$62,500.00 |
| 9 | Amended and Restated Public Improvements Reimbursement Agreement (Feb 15, 2011) | Transit Center Public Parking | Emery Station Associates LLC | Obligation to cooperate with approval and means of financing construction of parking structure | \$4,230,952.00 | | | | | | | | \$0.00 |
| 10 | Amended and Restated Public Improvements Reimbursement Agreement (Feb 15, 2011) | Transit Center Public Parking | City of Emeryville | Costs to construct 125 structured public parking spaces | \$17,300.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 11 | Contract for services | Triangle Traffic Calming | Spooeto Engineering | Triangle Traffic Calming | \$371,040.00 | \$371,040.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$371,040.00 |
| 12 | Contract for services | Triangle Traffic Calming | Ghiloti Brothers | Triangle Traffic Calming | \$4,256.59 | \$0.00 | \$0.00 | \$4,256.59 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,256.59 |
| 13 | Construction Contract | Triangle traffic Calming | Ghiloti Bros | Retention | \$8,465.45 | \$8,465.45 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$8,465.45 |
| 14 | Construction Contract | Triangle traffic Calming | Ghiloti Bros | Retention | \$15,821.15 | \$15,821.15 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$15,821.15 |
| 15 | Construction Contract | Triangle traffic Calming | Ghiloti Bros | Retention | \$29,693.35 | \$29,693.35 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$29,693.35 |
| 16 | Construction Contract | Triangle traffic Calming | R&D Environmental | Triangle Traffic Calming Project | \$1,750.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 17 | Contract For Services | Triangle Traffic Calming Project | Burke Williams Sorenson | Legal Services relating to former redevelopment projects | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 18 | Professional Services Agreement (August 30, 2010) | Various | Cox Castle Nicholasen | Legal services relating to environmental hazardous | \$5,340.00 | \$890.00 | \$890.00 | \$890.00 | \$890.00 | \$890.00 | \$890.00 | \$890.00 | \$5,413.00 |
| 19 | Professional Services Agreement (September 1, 2010) | Various | Simon & Associates | Bay Friendly Landscape Svcs | \$8,047.00 | \$507.83 | \$507.83 | \$507.83 | \$507.83 | \$507.83 | \$507.83 | \$507.83 | \$3,046.98 |
| 20 | Contract for services | Various | West Coast Code Consultants | PW Inspections | \$11,854.91 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 21 | Contract for services | Various | Kimley-Horn | Plans for Ped/Bike Safety Improve | \$15,930,247.92 | \$19,223.82 | \$23,480.41 | \$32,223.82 | \$19,223.82 | \$19,223.82 | \$19,223.82 | \$19,223.82 | \$558,637.46 |
| 22 | Contract for services | Various | | | | | | | | | | | |
| Totals - This Page | | | | | | \$15,930,247.92 | \$19,223.82 | \$23,480.41 | \$32,223.82 | \$19,223.82 | \$19,223.82 | \$19,223.82 | \$558,637.46 |
| * This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than February 1, 2012. It is valid through 6/30/12. It is the basis for the Recognized Obligation Payment Schedule (ROPS), which must be prepared by the Successor Agency. | | | | | | | | | | | | | |
| *** All payment amounts are estimates | | | | | | | | | | | | | |

| Name of Redevelopment Agency: Project Area(s) | Emeryville Redevelopment Agency Emeryville & Shellmound Project Areas | Project | Payee | Description | Total Outstanding Debt or Obligation | Payments by Month | | | | | | Total Obligation for Period |
|--|--|---------|---------------------------|------------------------|---|-------------------|---------------|---------------|---------------|---------------|---------------|-----------------------------|
| | | | | | | January | February | March | April | May | June | |
| 1 | Pass Through Agreement | | Alameda County | Payments per CRL 33401 | \$4,561,981.47 | | | | | | | \$0.00 |
| 2 | Pass Through Agreement | | Flood Control District | Payments per CRL 33401 | \$524,485.31 | | | | | | | \$0.00 |
| 3 | Statutory Payments | | City of Emeryville | Payments per CRL 33607 | \$382,352.84 | | | | | | | \$382,352.84 |
| 4 | Statutory Payments | | Alameda County | Payments per CRL 33607 | \$834,268.01 | | | | | | | \$834,268.01 |
| 5 | Statutory Payments | | Emery Unified School | Payments per CRL 33607 | \$218,442.28 | | | | | | | \$218,442.28 |
| 6 | Statutory Payments | | Peralta Community College | Payments per CRL 33607 | \$71,036.00 | | | | | | | \$71,036.00 |
| 7 | Statutory Payments | | Alameda County Schools | Payments per CRL 33607 | \$24,995.18 | | | | | | | \$24,995.18 |
| 8 | Statutory Payments | | Flood Control District | Payments per CRL 33607 | \$43,038.08 | | | | | | | \$43,038.08 |
| 9 | Statutory Payments | | Bay Area Air Quality Mgmt | Payments per CRL 33607 | \$4,978.02 | | | | | | | \$4,978.02 |
| 10 | Statutory Payments | | Mosquito Abatement | Payments per CRL 33607 | \$2,049.58 | | | | | | | \$2,049.58 |
| 11 | Statutory Payments | | AC Transit | Payments per CRL 33607 | \$124,496.88 | | | | | | | \$124,496.88 |
| 12 | Statutory Payments | | BART | Payments per CRL 33607 | \$14,618.69 | | | | | | | \$14,618.69 |
| 13 | Statutory Payments | | East Bay Regional Park | Payments per CRL 33607 | \$69,903.16 | | | | | | | \$69,903.16 |
| 14 | Statutory Payments | | EBMUD | Payments per CRL 33607 | \$52,891.62 | | | | | | | \$52,891.62 |
| | Totals - Other Obligations | | | | \$6,929,537.12 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,843,070.34 |
| * This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than February 1, 2012. It is valid through 6/30/12. It is the basis for the Recognized Obligation Payment Schedule (ROPS), which must be prepared by the Successor Agency. | | | | | | | | | | | | |
| *** All payment amounts are estimates | | | | | | | | | | | | |