

SUCCESSOR AGENCY CONTACT INFORMATION

Successor Agency

ID:

County:

Successor Agency:

Primary Contact

Honorific (Ms, Mr, Mrs)

First Name

Last Name

Title

Address

City

State

Zip

Phone Number

Email Address

Secondary Contact

Honorific (Ms, Mr, Mrs)

First Name

Last Name

Title

Phone Number

Email Address

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the July 1, 2013 to December 31, 2013 Period

Name of Successor Agency: **LYNWOOD (LOS ANGELES)**

Outstanding Debt or Obligation	Total
Total Outstanding Debt or Obligation	\$95,125,260

Current Period Outstanding Debt or Obligation	Six-Month Total
A Available Revenues Other Than Anticipated RPTTF Funding	\$7,562,080
B Enforceable Obligations Funded with RPTTF	\$3,008,081
C Administrative Allowance Funded with RPTTF	\$136,958
D Total RPTTF Funded (B + C = D)	\$3,145,039
E Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>Should be same amount as ROPS form six-month total</i>	\$10,707,119
F Enter Total Six-Month Anticipated RPTTF Funding	\$3,145,039
G Variance (F - D = G) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>	\$0

Prior Period (July 1, 2012 through December 31, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))

H Enter Estimated Obligations Funded by RPTTF <i>(lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)</i>	\$2,411,902
I Enter Actual Obligations Paid with RPTTF	\$2,370,265
J Enter Actual Administrative Expenses Paid with RPTTF	\$41,637
K Adjustment to Redevelopment Obligation Retirement Fund (H - (I + J) = K)	\$0
L Adjustment to RPTTF (D - K = L)	\$3,145,039

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.

	Luis Valenzuela	Chair
	Name	Title
/s/ 		2/26/2013
	Signature	Date

Oversight Board Approval Date: February 26, 2013

LYNWOOD (LOS ANGELES)
 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
 July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source					
									Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
							\$95,125,260	\$12,880,371	\$0	\$7,318,273	\$136,958	\$3,008,081	\$243,807	\$10,707,119
1	1999 Tax Allocation Bonds Series A (#1)	10/1/1999	9/1/2028	US Bank Corp	Bond issue to fund non housing and housing projects	Project Area A	15,808,034	985,929	0	0	0	696,241	0	696,241
2	1999 Tax Allocation Bonds Series A	10/1/1999	9/1/2028	US Bank Corp	H&S34171(d)(A) To hold reserve for September 2013 Debt Service payment due to uneven semi-annual debt service payment. Assist in the debt service coverage ratio for continuing disclosure.	Project Area A	696,241	696,241	0	696,241	0	0	0	696,241
3	1999 Tax Allocation Bonds Series B (#2)	10/1/1999	9/1/2012	US Bank Corp	Bond issue to fund non housing and housing projects	Project Area A	0	0	0	0	0	0	0	0
4	1999 Tax Allocation Bonds Alameda (#3)	10/2/1999	9/1/2024	US Bank Corp	Bond issue to fund housing and non housing projects	Alameda Project Area	1,239,495	103,235	0	0	0	77,405	0	77,405
5	1999 Tax Allocation Bonds Alameda	10/2/1999	9/1/2024	US Bank Corp	H&S34171(d)(A) To hold reserve for September 2013 Debt Service payment due to uneven semi-annual debt service payment. Assist in the debt service coverage ratio for continuing disclosure.	Alameda Project Area	77,405	77,405	0	77,405	0	0	0	77,405
6	2011 Tax Allocation Bonds Series A (#4)	3/7/2011	3/1/2038	US Bank Corp	Bond issue to fund non housing projects	Project Area A	35,017,637	1,595,225	0	0	0	1,010,763	0	1,010,763
7	2011 Tax Allocation Bonds Series A	3/7/2011	3/1/2038	US Bank Corp	H&S34171(d)(A) To hold reserve for September 2013 Debt Service payment due to uneven semi-annual debt service payment. (Partial Payment of September 2013 debt service payment). Assist in the debt service coverage ratio for continuing disclosure.	Project Area A	1,010,763	1,010,763	0	1,010,763	0	0	0	1,010,763
8	2011 Tax Allocation Bonds Series B (#5)	3/7/2011	3/1/2038	US Bank Corp	Bond issue to fund housing projects	Project Area A	11,970,251	589,450	0	0	0	358,475	0	358,475
9	Bond Oversight (#5A)			Various vendors, staffing cost, City of Lynwood, misc. costs and legal cost	Oversight on bonds to ensure compliance with covenants, accounting and disclosure requirements. Financial Statements, Bank Fees. (see EO Lines 1 to 5)	Project Area A & Alameda	3,201,771	74,898	0	0	0	74,898	0	74,898
10	California Pollution Control Financing Authority (#6)	2/24/2010	2/24/2013	California Pollution Control Financing Authority	Forgivable loan only if project is completed and upon approval from lender (Alameda Triangle). Promissory Note calls for February 24, 2013 as maturity date.	Project Area A	185,528	185,528	0	185,528	0	0	0	185,528
11	1999 City and Agency Cooperation Agreement (#7)	9/7/1999	9/30/2013	City of Lynwood	Issue to carry out 2000 E. Imperial Hwy project (#4167)(d)(2) (#85)	Project Area A	0	0	0	0	0	0	0	0
12	Pass Through Payments (#9)			Muni Services or other vendors, and staffing cost	Engagement of consultant to calculate pass through payments to provide County Auditor-Controller for FY 10, FY 11 and FY12. (see EO Line 9). Cost Estimate.	Project Area A & Alameda	0	0	0	0	0	0	0	0
13	Tax Increment Over-Advanced (#10)	5/20/2011		County Auditor-Controller	Based on Auditor-Controller May 20, 2011 letter. Certain parcels that should not have been included (Jorgensen Steel & St. Francis) were included in the tax increment calculation.	Project Area A	0	0	0	0	0	0	0	0
14	Agreement (#14)			Various employees	Compensable days Leave Balances (Memorandum of Understanding with Employee Bargaining Units) (City Agency Cooperation Agreement 1984 & 1994)	Project Area A & Alameda	506,535	60,000	0	15,000	0	15,000	0	30,000
15	Agreement - The Gardens (#15)	2/23/2009	2/23/2064	Cedars Engineering	Annual Rental Subsidy (The Gardens). Rental apartment housing to qualified seniors. Low and Very Low Income.	Project Area A & Alameda	1,219,530	23,010	0	0	0	23,010	0	23,010
16	Agreement - The Gardens (#15A)	2/23/2009	2/23/2064	Various vendors, staffing cost, legal costs, & other misc. expenses	Compliance with the Senior Housing Project to ensure project compliance and compliance with low cost housing income tax.	Project Area A & Alameda	0	0	0	0	0	0	0	0
17	Agreement (#16)-OPEB			PERS	Retiree Group Health Insurance (OPEB) Study pending (MOU) (H&S 34171(d)(c) (H&S 34167(d)(3))	Project Area A & Alameda	453,800	453,800	0	371,000	0	82,800	0	453,800
18	Agreement (#17)-Unemployment			Various employees, misc. cost, & staffing cost	Unemployment obligation incurred if Agency ceases to exist or employees are terminated. (H&S 34171(d) (c) (H&S 34167(d)(3))	Project Area A & Alameda	134,200	134,200	0	50,000	0	30,000	0	80,000
19	Agreement - PERS (#18)			PERS	Retirement Pension (H&S 34171(d) (c) (H&S 34167(d)(3))	Project Area A & Alameda	3,660,000	2,500,000	0	2,500,000	0	0	0	2,500,000
20	Settlement Agreement (Rogel v. LRA) (#19A)	3/23/2009		Various developers, staffing cost, legal cost and misc. costs.	#####	Project Area A & Alameda	10,000,000	To be determined	0	0	0	0	0	0
21	Settlement Agreement (Rogel v. LRA) (#19B)	3/23/2009		EMBE	Settlement per March 23, 2009 stipulation and order. Amount owed to EMBE pursuant to Settlement Agreement Rogel v. LRA. Plaintiff's portion has to be decided by the judge.	Project Area A	0	0	0	0	0	0	0	0
22	Settlement Agreement (Rogel v. LRA)	3/23/2009		Counts for Plaintiff (O'Malley & Maloney, William Gray on Law and Planning Offices, Stone and Shusterman LLP)	Settlement per March 23, 2009 stipulation and order. Client's portion of costs for legal costs. Plaintiff's portion has to be decided by a judge. Amount of claim to be decided by a judge.	Project Area A & Alameda	0	0	0	0	0	0	0	0
23	Settlement Agreement (Rogel v. LRA) (#20)	3/23/2009		Shen Galtman, other consultants	Settlement per March 23, 2009 stipulation and order. Plaintiff's portion of housing compliance. Court filing requires filing of "Administrative".	Project Area A & Alameda	0	0	0	0	0	0	0	0
24	Settlement Agreement (Rogel v. LRA) (#22A)	3/23/2009		Staffing cost, Attorney & Vendor, legal, misc. costs, Bank Bulletin and Bulletin	Settlement per March 23, 2009 stipulation and order. Plaintiff's portion to ensure compliance with settlement terms.	Project Area A & Alameda	0	0	0	0	0	0	0	0
25	ODA-Housing Project (#23)	12/21/2010	12/21/2013	JB Development Group	Housing Project - JB Development Group	Project Area A and Alameda	10,000	10,000	0	10,000	0	0	0	10,000

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LYNWOOD (LOS ANGELES)
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Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source						
									Bond Proceeds	Reserve Balance	Admin Allowance	RPTIF	Other	Six-Month Total	
26	DDA-Housing Project (#23A)			Various vendors, staffing cost, legal costs, & other misc. expenses	Housing Project - JB Development Group	Project Area A and Alameda	29,339	29,339	0	0	0	29,339	0	0	29,339
27	DDA - Park Place (#24)	3/2/2010	12/31/2005	AMCAL	Affordable Housing Project to construct 99 low income rental apartment housing units. Cost associated with project monitoring. Construction underway.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
28	DDA - Park Place (#24A)	3/19/2010	12/31/2005	Various vendors, MDG, staffing cost, legal costs, & other misc. expenses	Affordable Housing Project to construct 99 low income rental apartment housing units. Cost associated with project monitoring. Construction underway.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
29	DDA - Park Place (#24B)	3/19/2010	12/31/2005	AMCAL	Commercial checking account balance relating to the #24 under the AMCAL project.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
30	Agreement-CALHOME (#25)	3/8/2011	10/19/2013	HCD	CALHOME Mortgage assistance loans to low and very low income first time home buyers and owner occupied rehabilitation loans to low and very low income home owners. (9/20/2012 REMOVED CAL HOME GRANT AMOUNT)	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
31	Agreement-Catherine (#25A)	3/8/2011	10/19/2013	Staffing Costs	CALHOME Mortgage assistance loans to low and very low income first time home buyers and owner occupied rehabilitation loans to low and very low income home owners.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
32	DDA-Casa Grande (#26)	3/2/2010		Casa Grande, Garment Finishing and other environmental amenities	Affordable Housing Project. Construction of 120 single family units of which 20% will be deemed affordable.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
33	DDA-Casa Grande (#26A)			Various vendors, staffing cost, legal costs, & other misc. expenses	Affordable Housing Project. Construction of 120 single family units of which 20% will be deemed affordable.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
34	DDA-Habitat for Humanity (#27) - 3254 Palm	3/17/2009	3/17/2004	Habitat for Humanity	Affordable Housing - 3254 Palm. Redevelop 3 housing units to be sold to very low income first time home buyers.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
35	DDA - Habitat for Humanity (#27a)-3254 Palm	3/17/2009	3/17/2004	Various vendors, MDG, staffing cost, legal costs, & other misc. expenses	Affordable Housing - 3254 Palm. Redevelop 3 housing units to be sold to very low income first time home buyers.	Project Area A and Alameda	727,596	34,368	0	11,184	0	6,000	0	17,184	
36	DDA-Habitat for Humanity - 3937 Louisa St.	6/4/2007		Habitat for Humanity	Affordable Housing - 3937 Louisa Street. Development of a housing unit to be sold to very low income household.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
37	DDA-Habitat for Humanity - 3937 Louisa St.	6/4/2007		Various vendors, MDG, staffing cost, legal costs, & other misc. expenses	Affordable Housing - 4237 Imperial Hwy. To develop 10 affordable housing units to be sold to very low income households.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
38	DDA - Habitat for Humanity - 4237 Imperial	2/9/2008	2/9/2008	Habitat for Humanity	Affordable Housing - 4237 Imperial Hwy. To develop 10 affordable housing units to be sold to very low income households.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
39	DDA - Habitat for Humanity - 4237 Imperial			Various vendors, MDG, staffing cost, legal costs, & other misc. expenses	Affordable Housing - 4237 Imperial Hwy. To develop 10 affordable housing units to be sold to very low income households.	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
40	DDA - Fresh and Easy (#28)	6/7/2011		Fresh and Easy	Construct 10,550 sq. ft. building to house a new Fresh & Easy market.	Project Area A	0	0	0	0	0	0	0	0	0
41	DDA - Fresh and Easy (#28a)	6/7/2011		Various vendors, staffing cost, legal costs, & other misc. expenses	Construct 10,550 sq. ft. building to house a new Fresh & Easy market.	Project Area A	173,234	53,000	0	10,000	0	15,000	0	25,000	
42	Agreement- Successor Agency Counsel (#29)	2/20/2008		Aleshire and Wyder	Agency Counsel advice on legislation and wind down process and compliance.	Project Area A and Alameda	810,000	50,000	0	15,000	0	15,000	0	30,000	
43	Contract - Property Disposition (#37)			King Fence or other vendors	Property maintenance for Successor Agency owned properties.	Project Area A and Alameda	810,000	50,000	0	0	0	7,500	0	7,500	
44	Cox Castle & Nicholson (LRA v. Barry Ross, et al (Case No. CV11 02207)) - Recoup Clean up Cost and Damages (#41)	3/15/2011		Cox Castle and Nicholson & Agency Counsel & staffing costs	Complaint for Damages - Agency Special Counsel for remediation of Imperial Hwy (Alameda Triangle; State/East Imperial; and Northgate project Brownfield area. Long Beach Blvd./Josephine St.	Project Area A	250,000	250,000	0	100,000	0	50,000	0	150,000	
45	Contract - Remediation (#41A)	2/20/2008		Aleshire and Wyder	Agency Special Counsel for remediation of Imperial Hwy. and other Brownfield area	Project Area A and Alameda	40,000	5,000	0	0	0	5,000	0	5,000	
46	Annual Financial Audit (#42)			Vazquez & Co., MunifServices, other fiscal consultants, and staffing cost	Annual Audit	Project Area A and Alameda	0	0	0	0	0	0	0	0	
47	Contract - Property Disposition (#44)			Swayzers or other vendors	Property maintenance for Successor Agency owned properties.	Project Area A and Alameda	48,000	18,000	0	0	0	9,000	0	9,000	
48	Agreement (#47)-All Counsels- Pending Litigations			Aleshire Wynder and other special counsels, staffing costs, fiscal consultants, environmental consultants	Attorneys costs (pending litigation) & (LAUSD v County of Los Angeles, et al (3/29/2007); Northgate, etc.). HRS 34171d	Project Area A and Alameda	200,000	200,000	0	50,000	0	50,000	0	100,000	
49	LAUSD v. County of Los Angeles, et al, Case No. BS108180	3/29/2007		LAUSD	Per writ of mandate calculations underway on pass-through obligations of former redevelopment agencies.	Project Area A and Alameda	To be determined	To be determined	0	0	0	0	0	0	

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Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source					
									Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
50	JAA v. Barry Ross, et al (Case No. CV11 02207) - Recoup Clean up Cost and Damages	3/15/2011		Aleshire and Wyder	Complaint for Damages-Agency Counsel for remediation of Imperial Hwy (Alameda Triangle, State/East Imperial, and Northgate project Brownfield area. Long Beach Blvd./Josephine St.		25,000	25,000	0	7,500	0	5,000	0	12,500
51	Employment Agreement (#49)	8/10/2009		Sarah Withers	Employment Agreement	Project Area A and Alameda	313,452	313,452	0	81,726	0	75,000	0	156,726
52	Agreement (#50) - Liability Insurance			ICRMA Liability Insurance, third party administrator, and various staffing cost.	Insurance coverage. Per Section 341.77.3(b). Successor Agencies may create enforceable obligation as to procuring insurance. H&S 33134	Project Area A and Alameda	24,650	24,650	0	15,000	0	9,650	0	24,650
53	Canon (#52)			Canon	Equipment Lease (for copier) H&S 34167(d)(6)	Project Area A and Alameda	0	0	0	0	0	0	0	0
54	Housing Fund Deficit (#53)			LMIHF	LMIHF for Alameda and Project Area A is anticipated to end with deficits. Tax increment from non housing funds needed to be transferred to cover actual difference between revenues and expenditures.	Project Area A and Alameda	0	0	0	0	0	0	0	0
55	Loan to the Agency (#54)	3/7/2006		City of Lynwood	2006 Proctomy Note	Project Area A and Alameda	0	0	0	0	0	0	0	0
56	(#56) (Office Lease)			City of Lynwood	Allocable cost (utility/lease, facility maintenance) (H&S 34167(d) (6)	Project Area A and Alameda	0	0	0	0	0	0	0	0
57	Bond Funded Projects (#57)			Various vendors, City of Lynwood, misc. cost and staffing costs	Use of bond proceeds per bond covenants and funds held by Trustee.	Project Area A and Alameda	0	0	0	0	0	0	0	0
58	2011 Series B Bonds	9/7/2011	3/1/3038	MJG & Associates	Use of Series 2011 Series Bond Proceeds for Housing Projects	Project Area A and Alameda	0	0	0	0	0	0	0	0
59	RDA Property Tax Auditor (#58)			Muni/Services & staffing cost	To audit property tax increments allocations for ROPS preparation.	Project Area A and Alameda	0	0	0	0	0	0	0	0
60	Administrative Cost Allowance (#59)			Various staffing cost, vendors, City of Lynwood, & misc. expenses.	County Auditor Controller did not allocate an administrative cost allowance in the 2nd ROPS because the DOF approved RPTTF exceeds actual tax increment distribution. H & S 34171 (b) limits administrative expenses to 3% for 2012-13 per DOF	Project Area A and Alameda	273,916	273,916	0	0	136,958	0	0	136,958
61	Bond Disclosure (#60)			NBS, other vendors, staffing cost, fiscal consultant	Annual bond disclosure report	Project Area A and Alameda	62,500	62,500	0	11,250	0	20,000	0	31,250
62	Office Supplies (#62)			Taj or other vendors	H&S33127 and H&S 34167(d)(6)Office Supplies	Project Area A and Alameda	0	0	0	0	0	0	0	0
63	Travel Expenses			Staffing cost, Successor Agency Members, and Agency Counsel	H&S33127 and H&S 34167(d)(6). Authorize and pay travel of agency members, officers, and employees on agency business.	Project Area A and Alameda	0	0	0	0	0	0	0	0
64	Courier Services (#66)			Fed Ex, and other couriers, post master	H&S33127 and H&S34167(d)(6). An agency may purchase supplies or services	Project Area A and Alameda	0	0	0	0	0	0	0	0
65	Bank Processing Fees (#69)			Bank of America	Processing Fees	Project Area A and Alameda	0	0	0	0	0	0	0	0
66	Bank Processing Fees (#71)			US Bank Corp	Bank Fees and Bond Admin Fees	Project Area A and Alameda	47,000	13,000	0	0	0	13,000	0	13,000
67	Bonds (#77)			BLX Group, other vendors, staffing cost	Arbitrage Report	Project Area A and Alameda	100,000	4,000	0	0	0	4,000	0	4,000
68	Oversight Agreement - DTSC (#79)	6/1/2010		Dept. of Toxic Substances Control	Process used to evaluate Brownfields properties and reimburse DTSC for its costs. Covers properties within project areas.	Project Area A and Alameda	60,000	25,000	0	15,000	0	5,000	0	20,000
69	Agreement - DTSC (#79A)	6/1/2010		Staffing cost, legal cost	Environmental oversight	Project Area A and Alameda	60,000	20,000	0	10,000	0	3,000	0	13,000
70	Computer Equipment (#81)			various vendors, and staffing cost	H&S33127 and H&S 34167(d)(6)equipment	Project Area A and Alameda	0	0	0	0	0	0	0	0
71	Alameda Water Main (#82)	6/1/1983		City of Lynwood	Capital Improvement Project	Alameda Project Area	185,000	0	0	0	0	0	0	0
72	Agreement (#83)			Various employees	PERS Retirement	Project Area A and Alameda	2,536,000	464,000	0	100,000	0	232,000	0	332,000
73	Agreement (#84)			Various developers	Developers' deposit releases and use of deposits	Project Area A	153,000	153,000	0	0	0	30,000	123,000	153,000
74	Agreement (#84A)			Staffing Cost	Release of deposits and project closures to meet terms of releases	Project Area A and Alameda	0	7,080	0	0	0	3,000	0	3,000
75	Agreement (#85)			City of Lynwood	2004 City Agency Agreement	Project Area A and Alameda	0	0	0	0	0	0	0	0
76	Property Disposition of Successor Agency properties (#86)			Various Vendors, Aleshire & Wyder, misc. cost and staffing cost	Preparation of Successor Agency properties for disposal including maintenance, valuations, appraisals, CEA, fencing, listing, posting etc.	Project Area A and Alameda	1,000,000	300,000	0	100,000	0	50,000	0	150,000
77	Section 108 (#87)	7/30/2002		AUD	Repayment of Section 108 Loan (Principal & Interest)	Project Area A and Alameda	0	0	0	0	0	0	0	0
78	Section 108 (#87A)	7/30/2002		Staffing Cost	Project cost to ensure compliance of Section 108 requirements and project completion. CEA, Appraisers, Phase I and Phase II, Title	Project Area A and Alameda	0	0	0	0	0	0	0	0

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									Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total	
79	Retirement Levy (899)			Various vendors, staffing cost	Bond obligation relating to retirement levy	Project Area A and Alameda	To be determined	To be determined	0	0	0	0	0	0	0
80	Agendas (Oversight Board & Successor Agency) (#92)			Staffing cost, legal costs and other misc. cost	Preparation and posting of Successor Agency and Oversight Board Agendas	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
81	ENA - Northgate (#94)	12/1/2009		Various vendors, legal cost, staffing cost	ENA- wind down ENA	Project Area A	5,000	5,000	0	1,000	0	2,000	0	0	3,000
82	M-D Properties #95	4/15/2008		Various vendors, legal cost staffing cost	ENA - wind down ENA.	Project Area A	6,000	6,000	0	1,000	0	1,000	0	0	2,000
83	AB 1484 Compliance			Vasquez and Wyder and various staffing cost	Missing Assets Transfer Report. Per 34174(a)(2) - Housing Successor Agency required to provide a list of all housing assets. H&S Section 34177.3(b)	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
84	AB 1484 Compliance			Aleshire and Wyder, misc and various staffing cost	ROPS preparation and review. Per 34177(m). DOF will be releasing new template. Cost to be incurred in 2nd and 3rd ROPS period. Respond to questions and documents requests from DOF, County, and State Controller. H&S Section 34177.3(b)	Project Area A and Alameda	0	0	0	0	0	0	0	0	0
85	AB 1484 Compliance			Vasquez, Aleshire and Wyder and various staffing cost	Per 34179.5. Due Diligence Review Per DOJ. Licensed Accountant required. (October 1, 2012 and January 15, 2013). Cost will need to be incurred in first half of FY 13 to be in compliance with AB 1484.	Project Area A and Alameda	40,000	40,000	0	40,000	0	0	0	0	40,000
86	2011 Tax Allocation Bonds Series B	3/7/2011	3/1/3038	US Bank Corp	H&S34171(d)(A) To hold reserve for Debt Service payment due to uneven semi-annual debt service payment. Assist in the debt service coverage ratio for continuing disclosure.	Project Area A and Alameda	589,450	589,450		589,450					589,450
87	Difference between approved actual RPTTF funding received and DOF approved enforceable obligations			Various vendors, staffing cost, legal costs, and others	Per DOF direction to list difference between approved enforceable obligations and actual RPTTF	Project Area A and Alameda	1,244,125	1,244,125		1,244,226					1,244,226
88	Enterprise Zone			City of Lynwood	Enterprise Zone		72,885	72,885						72,885	72,885
89	1999 Bond Proceeds	10/1/1999	9/1/2028	Various vendors, staffing cost, legal costs, and others	Use of the 1999 bond proceeds pursuant to bond covenants	Project Area A and Alameda	47,922	47,922						47,922	47,922
															0
															0
															0
															0
															0

LYNWOOD (LOS ANGELES)
Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)
July 1, 2012 through December 31, 2012

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
1	1998 Tax Allocation Bonds Series A	US Bank Corp	Bond issue to fund non housing and housing projects	Project Area A	\$0	\$0	\$0	\$0	\$0	\$0	\$912,410	\$41,637	\$6,158,691	\$1,370,265	\$1,534,291	\$0
2	1999 Tax Allocation Bonds Series B	US Bank Corp	Bond issue to fund non housing and housing projects	Project Area A									401,443	288,762		
3	1999 Tax Allocation Bonds Alameda	US Bank Corp	Bond issue to fund housing and non housing projects	Alameda Project Area									101,238	73,873		
4	2011 Tax Allocation Bonds Series A	US Bank Corp	Bond issue to fund non housing projects	Project Area A									1,489,576	894,520		
5	2011 Tax Allocation Bonds Series B	US Bank Corp	Bond issue to fund housing projects	Project Area A									669,950	436,360		
5A	Bond Oversight	Various Vendors and Staffing Cost, City of Lynwood	Oversight on bonds to ensure compliance with covenants, accounting and disclosure requirements	Project Area A & Alameda									34,898	34,898		
6	California Pollution Control Financing Authority	California Pollution Control Financing Authority	Forgivable loan only if project is completed and upon approval from lender (Alameda Triangle)	Project Area A									0	0		
													0	0		
													362,652			
10	Tax Increment Over-Advanced	Los Angeles County Auditor Controller	FY 2008, 2009, 2010, and 2011	Project Area A									0	0		
11	Low-Mid-Income-Housing-Fund	LRA	20%-Housing-Set-Aside	Project Area A and Alameda									0	0		
12	Compensation	Agency-Board-Members	Compensation-	Project Area A and Alameda									0	0		
13	Agreement	Various employees	Salaries & Benefits (City Agency Cooperation Agreement 1984)	Project Area A and Alameda									0	0		
14	Agreement	Various employees	Compensable days Leave Balances (Memorandum of Understanding with Employee Bargaining Units) (City Agency Cooperation Agreement 1984 & 1994)	Project Area A and Alameda									30,000	30,000		
15	Agreement- The Gardens	Cedars Engineering	Annual Subsidy (The Gardens), Affordable housing project.	Project Area A and Alameda									23,010			
15A	Agreement- The Gardens	Various Vendors & Staffing Cost	Cost associated with the Senior Housing Project to ensure project compliance and compliance with low mod housing income use.	Project Area A and Alameda									12,078	12,078		
16	Agreement	PERS	Retiree Group Health Insurance (OPEB) (Study pending)	Project Area A and Alameda									228,900			
17	Agreement	Various employees	Unemployment obligation incurred if Agency ceases to exist	Project Area A and Alameda									50,000	11,700		
18	Agreement	PERS	Retirement pension	Project Area A and Alameda									0	0		
19	Settlement Agreement (Rogel v. LRA)	Plaintiffs	Settlement	Project Area A									0	0		
19A	Settlement Agreement (Rogel v. LRA)	Plaintiffs	Construct or rehabilitate a minimum of 42 Inclusionary Dwelling Units and a minimum of 49 Replacement Dwelling Units as set forth in Para. 2.7 of the Settlement Agreement (subject to offset by units actually built under AMCA or other DDAs)	Project Area A									0	0		
19B	Settlement Agreement (Rogel v. LRA)	LMIHF	Debt to LMIHF pursuant to Para. 11 of Settlement Agreement, bond average (Rogel v. LRA)	Project Area A									0	0		
19C	Settlement Agreement (Rogel v. LRA)	LMIHF	Debt to LMIHF pursuant to Para. 11 of Settlement Agreement, expenditures (Rogel v. LRA)	Project Area A									0	0		
20	Settlement Agreement (Rogel v. LRA)	Glenn Campora & Future Consultants	Audit consultant on housing compliance	Project Area A									25,000			
21	Settlement Agreement (Rogel v. LRA)	Del Richardson and Associates & Future Consultants	Relocation consultant	Project Area A									15,000			
22	Settlement Agreement (Rogel v. LRA)	Various Claimants	Relocation claims	Project Area A									0	0		
22A	Settlement Agreement (Rogel v. LRA)	Staffing Cost & Successor Agency Counsel	Project cost to ensure compliance with settlement terms	Project Area A									110,543	110,543		
23	DDA-Housing Project	JB Development Group	Affordable Housing Project	Project Area A and Alameda									0	0		
23A	DDA-Housing Project	Various Vendors & Staffing Cost	Affordable Housing Project	Project Area A and Alameda									14,172	14,172		
24	DDA -Park Place	AMCAL	Affordable Housing Project to construct 99 low income housing units	Project Area A and Alameda									0	0		
24A	DDA -Park Place	Various Vendors & Staffing Cost	Affordable Housing Project to construct 99 low income housing units	Project Area A and Alameda									68,453	68,453		
24B	DDA -Park Place	AMCAL	Commercial checking account balance relating to the drawdown for the AMCAL project	Project Area A and Alameda									5,000			
25	Agreement	HCD	CALHOME	Project Area A and Alameda									0	0		
26	DDA-Casa Grande	Casa Grande	Affordable Housing Project	Project Area A and Alameda									0	0		
26A	DDA-Casa Grande	Various Vendors & Staffing Cost	Affordable Housing Project	Project Area A and Alameda									79,110	79,110		
27	DDA- Habitat for Humanity	Habitat for Humanity	Affordable Housing Project	Project Area A and Alameda									0	0		

LYNWOOD (LOS ANGELES)
 Pursuant to Health and Safety Code section 34186 (a)
 PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)
 July 1, 2012 through December 31, 2012

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
					\$0	\$0	\$0	\$0	\$0	\$0	\$912,410	\$41,637	\$6,158,691	\$2,370,265	\$1,534,791	\$0
27A	DDA- Habitat for Humanity	Various Vendors & Staffing Cost	Affordable Housing Project - Cost to ensure project completion and compliance	Project Area A and Alameda									6,368	6,368		
28	DDA - Fresh and Easy	Fresh and Easy	Commercial project	Project Area A									0			
28A	DDA - Fresh and Easy	Various Vendors & Staffing Cost	Cost associated to ensure project compliance and completion	Project Area A									42,806	42,806		
29	Agreement	Alashire and Wyder	Agency Counsel	Project Area A and Alameda							23,000		17,000	12,896		
30	Agreement-Rogel v. RDA	Kane Ballmer and Berkman	Special Counsel & other vendors	Project Area A									8,000	840		
37	Contract	King Fence	Property maintenance for Agency owned properties	Project Area A and Alameda									7,500	2,426		
41	Contract	Cox Castle and Nicholson	Agency Special Counsel for remediation of Imperial Hwy (Alameda Triangle; State/East Imperial; and Northgate project Brownfield area	Project Area A									100,000	12,210		
41a	Contract	Alashire and Wyder	Agency Special Counsel for remediation of Imperial Hwy, Brownfield area	Project Area A									5,000	1,449		
44	Agreement	Swayzers	Property maintenance	Project Area A and Alameda									6,000	1,500		
47	Agreement	All counsels	Attorneys costs (pending litigation) (LASD; Northgate)	Project Area A and Alameda									25,000	3,328		
													0			
49	Agreement	Sarah Withers	Employment Agreement	Project Area A and Alameda									0			
53	Housing Fund Deficit	RDA	LMIHF for Alameda and Project Area A is anticipated to end with deficits. Tax increment from non housing funds needed to be transferred to cover actual difference between revenues and expenditures.	Project Area A and Alameda									40,425			
													344,881			
													980		1,501,176	
60	Bond Disclosure	NBS and future vendors	Annual bond disclosure report	Project Area A and Alameda									0			
76	Agreement	Fred Campagna	Appraisals	Project Area A and Alameda									0			
77	Bond	BLX Group	Interim Arbitration (Rebate Analysis Report) Arbitrage Report	Project Area A and Alameda									4,000	3,100		
79	Agreement	Dept. of Toxic Substances Control	Environmental oversight	Project Area A									20,000	752		
79a	Agreement	Staffing & Legal Cost	Environmental oversight	Project Area A									7,060	7,060		
82	Alameda Water Main	City of Lynwood	Capital Improvement Project	Alameda									0			
83	Agreement	Various employees	PERS Retirement	Project Area A and Alameda									231,996			
85	Agreement	City of Lynwood	1984 City Agency Agreement	Project Area A and Alameda							300,000		300,000			
86	Property Disposition of Successor Agency properties	Various Vendors and Staffing Cost	Preparation of Successor Agency properties for disposal including maintenance, fencing, listing, posting etc.	Project Area A and Alameda									36,000	36,000	30,000	
													623,012			
87A	Section 106	Staffing Cost	Project cost to ensure compliance of Section 106 expenditures and project completion, CEQA, Appraisers, Phase I and Phase II, Title	Project Area A and Alameda									2,502	2,502		
89	Retirement Levy	Various Vendors and Staffing Cost	Bond Obligation relating to Retirement Levy	Project Area A and Alameda									0			
94	Northgate	Various Vendors & Staffing Cost	ENA (December 2009)	Project Area A									0			
95	M+D Properties	Various Vendors & Staffing Cost	ENA(April 15, 2008)	Project Area A									0			
84a	Agreement	Staffing Cost	Release of deposits and project closures	Project Area A												
31	Agreement	MuniServices	Fiscal Consultant Tax Increment Audit	Project Area A and Alameda							10,000				3,115	
42	Contract	Vasquez and Company	Auditor and Financial Reporting	Project Area A and Alameda							35,000	8,000				
50	Agreement	Liability Insurance	Insurance coverage	Project Area A and Alameda							19,650					
52	Agreement	Canon	Equipment Lease	Project Area A and Alameda							3,000	1,604				
56	Overhead	City of Lynwood	Cost Allocation Plan allocable cost	Project Area A and Alameda							267,812					
58	RDA Property Tax Auditor	MuniServices	Audit of property tax increment for errors on allocation and pass thru calculations	Project Area A and Alameda							40,000					
58A	RDA Property Tax Auditor	Staffing Cost	Project costs related to pass thru	Project Area A and Alameda							5,000					

LYNWOOD (LOS ANGELES)
 Pursuant to Health and Safety Code section 34186 (a)
 PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)
 July 1, 2012 through December 31, 2012

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMBIF		Bond Proceeds		Reserve Balance		Admin Allowance		PPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
					\$0	\$0	\$0	\$0	\$0	\$0	\$912,410	\$41,637	\$6,158,691	\$2,370,265	\$1,534,291	\$0
59	Administrative Cost Allowance	City of Lynwood	H&S 34171(b)	Project Area A and Alameda							175,002	30,355				
62	Various redevelopment projects	Taj Office Supply	Office Supplies	Project Area A and Alameda							1,500	482				
64	Noticing Requirement-various projects	Daily Journal	Published Notices-Newspaper	Project Area A and Alameda							750	227				
65	Water	Sparkleths	Water	Project Area A and Alameda							204	110				
66	Various redevelopment projects	Fedex	Courier Services	Project Area A and Alameda							270	78				
67	Various redevelopment projects	Brenda Peterson & Assoc	Business Cards	Project Area A and Alameda							0					
69	Bank Processing Fees	Bank of America	Processing Fees & Bond Fees	Project Area A and Alameda							300					
70	Coffee Service	First Choice	Coffee Service	Project Area A and Alameda							200	200				
71	Agreement	US Bank Corp	Bank Fees & Bond Admin. Fees	Project Area A and Alameda							6,000					
72	Various redevelopment projects	Postmaster	Courier Services	Project Area A and Alameda							300					
73	Agreement	Various employees	MOU -Travel Reimbursement for Employees	Project Area A and Alameda							200					
75	Various redevelopment projects	City of Lynwood	Petty Cash	Project Area A and Alameda							300					
81	Various redevelopment projects	CDW Government	Equipment	Project Area A							1,500					
91	ROPS Preparation	Staffing Cost	Cost to prepare EOPS/ ROPS, to submit to other agencies, and coordinate with State DOF, LA County Auditor and State Controller's Office relative to the ROPS.	Project Area A and Alameda							11,472	581				
92	Preparation of Successor Agency Agendas and Other Reports and Documents	Staffing Cost	Cost to prepare and post the Successor Agency Agendas and maintenance of web site. Cost to maintain computer equipment and server. Maintain laserfiche and retention of documents.	Project Area A and Alameda							10,950					

LYNWOOD (LOS ANGELES)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
1	1999 Tax Allocation Bonds Series A (#1)	
2	1999 Tax Allocation Bonds Series A	Approved by DOF for City to retain reserves under ROPS III. Source of Reserve Balance is unspent tax increment and RPTTF from prior years. Change Description/Project Scope: H&S34171(d)(A) To hold reserve for Debt Service payment due to uneven semi-annual debt service payment. Assist in the debt service coverage ratio for continuing disclosure.
3	1999 Tax Allocation Bonds Series B (#2)	Last debt service payment paid in September 1, 2012.
4	1999 Tax Allocation Bonds Alameda (#3)	
5	1999 Tax Allocation Bonds Alameda	Approved by DOF for City to retain reserves. Source of Reserve Balance is unspent tax increment and RPTTF from prior years. Change Description/Project Scope: H&S34171(d)(A) To hold reserve for Debt Service payment due to uneven semi-annual debt service payment. Assist in the debt service coverage ratio for continuing disclosure.
6	2011 Tax Allocation Bonds Series A (#4)	
7	2011 Tax Allocation Bonds Series A	Approved by DOF for City to retain reserves under ROPS III. Source of Reserve Balance is unspent tax increment and RPTTF from prior years. Change Description/Project Scope: H&S34171(d)(A) To hold reserve for Debt Service payment due to uneven semi-annual debt service payment. Assist in the debt service coverage ratio for continuing disclosure.
8	2011 Tax Allocation Bonds Series B (#5)	
9	Bond Oversight (#5A)	
10	California Pollution Control Financing Authority (#6)	Source of Reserve Balance is unspent tax increment from prior years.
11	1999 City and Agency Cooperation Agreement (#7)	
12	Pass Through Payments (#9)	
13	Tax Increment Over-Advanced (#10)	
14	Agreement (#14)	Source of Reserve Balance is unspent tax increment from prior years.
15	Agreement - The Gardens (#15)	

LYNWOOD (LOS ANGELES)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
16	Agreement - The Gardens (#15A)	<p>Per the DOF instruction, to add comments/information for the applicable line item on the Notes tab on the denied items and DOF analysts will review this information when reviewing the ROPS.</p> <p>The Successor Agency submits this item as enforceable. Total Outstanding Obligation (\$27,256) Total Due During the Year (\$27,156) Six Month Total (\$13,578) (Funding Source: Reserve Balance from unspent tax increment proceeds) The DDA between the former LRA and CEDARS is enforceable under H&S 34167(d)(5) which calls for any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. The DDA was entered into in February 2009, a date prior to the passage of AB26 and AB1484. The DDA contains provisions and requirements imposed on the Agency and CEDARS. There are project related activities relating to the DDA, these activities include but not limited to Agency staff ensuring that affordability covenant is enforced, that the property is appropriately maintained, and that annual payment on the rental subsidy is issued. Under 34171 (b), employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, shall be considered project-specific costs and shall not constitute administrative costs. In addition, in the March 23, 2009 Settlement Agreement Stipulation and Order under Paragraph 7, the Agency is required to monitor compliance with the affordability covenants. The March 23, 2009 Settlement Agreement (Rogel v. LRA, Case No. BS106592) is an enforceable agreement under H&S 34171(d)(1)(D), which defines enforceable obligation as "judgments or settlements entered by a competent court of law or binding arbitration decisions against the former redevelopment agency." Failure to fund project related activities such as staff time to ensure that the senior housing is maintained will render the purpose of the agreement meaningless. The Gardens does not create revenues for the Housing Successor Agency to cover the expenses relating to this affordable housing project. Funds from RPTTF is needed to pay the annual subsidy to CEDARS as well as for staffing costs to ensure that the project is maintained according to the DDA and that affordability covenant is maintained to comply with the March 23, 2009 Settlement Agreement Stipulation and Order. We do not believe that it is the intent of AB 1484 to eliminate affordable housing projects and break enforceable contracts. Lack of funding from RPTTF will expose the Successor Agency to further liability for breach of contract and breach of the March 23, 2009 Settlement Agreement. Once an agreement qualifies as an enforceable obligation as defined by AB 1484 it qualifies to be paid from the revenues and assets of redevelopment agencies. Under H&S 34167 (a) only those assets and revenue that are not needed to pay for enforceable obligations may be used by the local governments to fund core governmental services including police and fire protection services and schools. There is no provision under the definition of enforceable obligation under 1484 that exempts from payments using assets and revenues of redevelopment agencies those enforceable obligations that are housing related.</p>
17	Agreement (#16)-OPEB	Source of Reserve Balance is unspent tax increment from previous years. Cost includes retaining a consultant to update an OPEB study by Bartel and Associates on 3/1/2012, set aside reserves to pay PERS Trust Fund for unfunded liability in the amount of \$371,000 and staffing cost. Change Payee to PERS, Consultant and Staffing Cost.
18	Agreement (#17)-Unemployment	Source of Reserve Balance is unspent tax increment from previous years.
19	Agreement - PERS (#18)	Source of Reserve Balance is unspent tax increment from previous years. A study was conducted on 3/1/2012 by Bartel and Associates to assess PERS liability. \$40,000 is an estimate to update the actuarial study on PERS obligation relating to former LRA and Successor Agency staff. \$3.7 million is an estimate for PERS liability (includes unfunded liability) relating to pension cost on current and former redevelopment staff. Outcome of an updated study will refine this estimate. Annual Financial Statement Year Ending June 30, 2011, indicates an unfunded actuarial accrued liability of \$13,061,797.

LYNWOOD (LOS ANGELES)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
20	Settlement Agreement (Rogel v. LRA) (#19A)	At the present time, there is no judgment or order requiring payment of any additional amounts that were not required to be paid under the Settlement Agreement. However, staff anticipates that a judgement on the Rogel v. LRA may be rendered during the ROPS 13-14A period. We request that DOF confirm that the items related to this case are recognized by DOF as enforceable obligations and that funding will be made available when a judgment and/or order awarding attorneys fees is entered by the court.
21	Settlement Agreement (Rogel v. LRA) (#19B)	<p>Per the DOF instruction, to add comments/information for the applicable line item on the Notes tab on the denied items and DOF analysts will review this information when reviewing the ROPS.</p> <p>The Successor Agency submits this item as enforceable. Settlement Agreement (Rogel v. LRA) (#19B)(Total Outstanding Debt or Obligation \$3,282,850)(Total Due During Fiscal Year \$3,282,850) (6 Month Total \$3,282,850) (Funding Source: Reserve Balance from unspent tax increment and RPTTF proceeds)</p> <p>Settlements are considered enforceable obligations. Pursuant to H & S 34171 (d)(1)(D), enforceable obligations means "judgments or settlements entered by a competent court of law or binding arbitration decisions against the former redevelopment agency, other than pass-through payments that are made by the county auditor-controller pursuant to Section 34183. The March 23, 2009 Settlement Stipulation and Order was entered by the Superior Court (Esperanza Rogel, et al., v. Redevelopment Agency of the City of Lynwood Case No. BS106592). It sets forth a list of requirements on the part of the former LRA. The March 23, 2009 Stipulation and Order was entered into prior to the passage of ABx1 26 and AB 1484.</p> <p>At the present time, there is no judgment or order requiring payment of any additional amounts that were not required to be paid under the Settlement Agreement. However, we anticipate that in the future, a judgment will be entered that will require, based on the Advisory Housing Report referenced in the Settlement Agreement, that some additional amount must be restored to the Low and Moderate Income Housing Asset Fund. The Advisory Housing Report was provided to DOF previously. The judgment may require as much as \$3,282,850 be restored to the Low and Moderate Income Housing Asset Fund. We request that DOF confirm that the items related to this case are recognized by DOF as enforceable obligations and that funding will be made available when a judgment and/or order awarding attorneys fees is entered by the court.</p>

LYNWOOD (LOS ANGELES)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
22	Settlement Agreement (Rogel v. LRA)	<p>Settlement Agreement (Rogel V. LRA) (#19D)(Total Outstanding Debt or Obligation \$3,250,000)(Total Due During Fiscal Year \$3,250,000) (6 Month Total \$3,50,000) (Funding Source: Reserve Balance from unspent tax increment and RPTTF proceeds) Settlements are considered enforceable obligations. Pursuant to H & S 34171 (d)(1)(D), enforceable obligations means "judgments or settlements entered by a competent court of law or binding arbitration decisions against the former redevelopment agency, other than pass-through payments that are made by the county auditor-controller pursuant to Section 34183. The March 23, 2009 Settlement Stipulation and Order was entered by the Superior Court (Esperanza Rogel, et al., v. Redevelopment Agency of the City of Lynwood Case No. BS106592). It sets forth a list of requirements on the part of the former LRA. The March 23, 2009 Stipulation and Order was entered into prior to the passage of ABx1 26 and AB 1484. However, we anticipate that in the future, a judgment will be entered. In addition, in April 2009, the plaintiffs in the Rogel case made a motion for attorneys fees, seeking fees in the amount of \$3,298,529.85. A copy of that motion was provided during the Meet and Confer Process. The court's order awarding attorneys fees was reversed by the court of appeal and the trial court will reconsider the attorneys fees issue after a judgment is entered. We anticipate the amount of attorneys fees sought at that time will be even higher due to additional work performed by plaintiffs' counsel since the prior motion for attorneys fees was made in 2009. We request that DOF confirm that the items related to this case are recognized by DOF as enforceable obligations and that funding will be made available when a judgment and/or order awarding attorneys fees is entered by the court.</p> <p>At the present time, there is no judgment or order requiring payment of any additional amounts that were not required to be paid under the Settlement Agreement. The DOF in its December 18, 2012 Meet and Confer Letter stipulated that "Finance will continue to review this item once a final order has been issued."</p>
23	Settlement Agreement (Rogel v. LRA) (#20)	<p>Per the DOF instruction, to add comments/information for the applicable line item on the Notes tab on the denied items and DOF analysts will review this information when reviewing the ROPS.</p> <p>The Successor Agency submits this item as enforceable. Settlement Agreement (Rogel V. LRA) (#20)(Total Outstanding Debt or Obligation \$130,000)(Total Due During Fiscal Year \$20,000)(6 Month Total: \$20,000) (Funding Source: Reserve Balance from unspent tax increment and RPTTF proceeds)Settlements are considered enforceable obligations. Pursuant to H & S 34171 (d)(1)(D), enforceable obligations means "judgments or settlements entered by a competent court of law or binding arbitration decisions against the former redevelopment agency, other than pass-through payments that are made by the county auditor-controller pursuant to Section 34183. The March 23, 2009 Settlement Stipulation and Order was entered by the Superior Court (Esperanza Rogel, et al., v. Redevelopment Agency of the City of Lynwood Case No. BS106592). It sets forth a list of requirements on the part of the former LRA. The March 23, 2009 Stipulation and Order was entered into prior to the passage of ABx1 26 and AB 1484. The DOF in its December 18, 2012 Meet and Confer Determination Letter stipulates that "unless and until the Agency submits a contract for the administrator, the item will continue to be denied." The Successor Agency would need an allocation of funds in order for an Administrator to be hired. Without funding source it would be difficult for the Successor Agency to issue a contract.</p>

LYNWOOD (LOS ANGELES)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) – Notes (Optional)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
24	Settlement Agreement (Rogel v. LRA) (#22A)	<p>Per the DOF instruction, to add comments/information for the applicable line item on the Notes tab on the denied items and DOF analysts will review this information when reviewing the ROPS.</p> <p>The Successor Agency submits this item as enforceable.</p> <p>Settlement Agreement (Rogel V. LRA) (#22A) Total Outstanding Debt or Obligation \$246,340 (Total Due During Fiscal Year \$246,340) (6 Month Total: \$123,170) (Funding Source: Reserve Balance from unspent tax increment and RPTTF proceeds) Settlements are considered enforceable obligations. Pursuant to H & S 34171 (d)(1)(D), enforceable obligations means "judgments or settlements entered by a competent court of law or binding arbitration decisions against the former redevelopment agency, other than pass-through payments that are made by the county auditor-controller pursuant to Section 34183. The March 23, 2009 Settlement Stipulation and Order was entered by the Superior Court (Esperanza Rogel, et al., v. Redevelopment Agency of the City of Lynwood Case No. BS106592). It sets forth a list of requirements on the part of the former LRA. The March 23, 2009 Stipulation and Order was entered into prior to the passage of ABx1 26 and AB 1484.</p>
25	DDA-Housing Project (#23)	
26	DDA-Housing Project (#23A)	
27	DDA -Park Place (#24)	<p>Per the DOF instruction, to add comments/information for the applicable line item on the Notes tab on the denied items and DOF analysts will review this information when reviewing the ROPS. The Successor Agency submits this item as enforceable. The DOF asserts that Items 24 and Item 24A, are not enforceable obligations since the Agency Note, Deed of Trust, Regulatory Agreement and Declaration of Covenants and Grant deed are not executed. The Successor Agency did in fact during the Meet and Confer process provided executed copies of the aforementioned documents.</p>
28	DDA -Park Place (#24A)	<p>The Successor Agency submits cost relating to the AMCAL Park Place Project as an enforceable obligation. DOF has informed staff to note this obligation under the NOTES section of the ROPS. Total Outstanding Debt or Obligation (\$215,309) (Total Due During Fiscal Year \$215,309) (6 Month Total: \$117,655) (Funding Source: Reserve Balance from unspent tax increment proceeds (\$34,696) and RPTTF (\$20,000) The DOF originally asserted that Items 24 and Item 24A are not enforceable obligations since the Agency Note, Deed of Trust, Regulatory Agreement and Declaration of Covenants and Grant deed are not executed. During the Meet and Confer Process the Successor Agency did in fact provided executed copies of the Agreement as well as attachments to the Agreement to the DOF. The Successor Agency feels that the DOF was erroneous in its determination that it did not receive the executed copies of the Agreements and attachments.</p> <p>The DDA with AMCAL is an enforceable obligation under H&S 34167(d)(5) which calls for any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. The DDA and subsequent amendments were entered into prior to June 28, 2011. There are project related activities relating to the DDA. Under 34171 (b), employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, shall be considered project-specific costs and shall not constitute administrative costs.</p>
29	DDA -Park Place (#24B)	
30	Agreement-CALHome (#25)	

LYNWOOD (LOS ANGELES)
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Item #	Project Name / Debt Obligation	Notes/Comments
31	Agreement-CalHome (#25A)	DOF informed the Successor Agency include under the NOTES section of the ROPS items that the Successor Agency would like reinstated in the ROPS . The Successor Agency submits this item as an enforceable obligation. Total Obligation (\$25,000;) Total Due During Fiscal Year (\$50,000); 6-month total:\$50,000); Payee: Staffing & Consultant. DOF has accepted as enforceable Line 30 Cal HOME . CalHOME is an enforceable obligation under H&S 34171 (d)(1)(C) and H & S 34171(d)(1)(D). Since CalHOME is an enforceable obligation then staff cost or employee costs should also qualify as enforceable obligation since these are project specific costs. In accepting the grant award the former LRA agreed to comply with the following: CalHome Statutes, CalHome Regulations, terms and conditions of the General Program Notice of Funding, representations contained in the Contractor's application, and terms and conditions of the CalHome Agreement. The former LRA is also required under the Agreement to comply with any term or condition with respect to the 20-year Monitoring Agreement. In the event to such breach, the State may seek remedies. The Agreement also calls for audit, records retention, and inspection of records. The grant award was accepted prior to June 28, 2011. Under 34171 (b), employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, shall be considered project-specific costs and shall not constitute administrative costs. Once an agreement qualifies as an enforceable obligation as defined by AB 1484 it qualifies to be paid from the revenues and assets of redevelopment agencies. Under H&S 34167 (a) only those assets and revenue that are not needed to pay for enforceable obligations may be used by the local governments to fund core governmental services including police and fire protectin services and schools. There is no provision under the definition of enforceable obligation under 1484 that exempts from payments using assets and revenues of redevelopment agencies those enforceable obligations that are housing related.
32	DDA-Casa Grande (#26)	
33	DDA-Casa Grande (#26a)	
34	DDA- Habitat for Humanity (#27) - 3254 Palm	DOF informed the Successor Agency include under the NOTES section of the ROPS items that the Successor Agency would like reinstated in the ROPS . The Successor Agency submits this item as an enforceable obligation. Total Outstanding Debt or Obligation (\$69,391)(Total Due During Fiscal Year \$69,391)(6 Month Total: \$69,391) (Funding Source: Reserve Balance from unspent tax increment proceeds)The DDA with Habitat for Humanity is an enforceable obligation under H&S 34167(d)(S) which calls for any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. The DDA and subsequent amendments were entered into prior to June 28, 2011. The contract calls for an amount due to Habitat for Humanity.
35	DDA- Habitat for Humanity (#27a)-3254 Palm	Source of Reserve Balance is unspent tax increment from previous years.

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Item #	Project Name / Debt Obligation	Notes/Comments
36	DDA-Habitat for Humanity - 3937 Louise St.	DOF informed the Successor Agency include under the NOTES section of the ROPS items that the Successor Agency would like reinstated in the ROPS . Total Outstanding Debt or Obligation (\$2,000)(Total Due During Fiscal Year \$2,000) . Funding Source (Reserve Balance from unspent tax increment proceeds) . Six Month Total (\$2,000) The address of the site should be 3927 Louise. The DDA with Habitat for Humanity is an enforceable obligation under H&S 34167(d)(5) which calls for any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. The DDA and subsequent amendments were entered into prior to June 28, 2011. There are project related activities relating to the DDA. Under 34171 (b), employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, shall be considered project-specific costs and shall not constitute administrative costs.
37	DDA-Habitat for Humanity - 3937 Louise St.	DOF informed the Successor Agency include under the NOTES section of the ROPS items that the Successor Agency would like reinstated in the ROPS . Total Outstanding Debt or Obligation \$5,000)(Total Due During Fiscal Year \$5,000)(6 Month Total: \$2,500) (Funding Source: Reserve Balance from unspent tax increment proceeds)DDA-Habitat for Humanity - 3927 Louise St.DDA-Habitat for Humanity - 3927 Louise St.The address of the site should be 3927 Louise. The DDA with Habitat for Humanity is an enforceable obligation under H&S 34167(d)(5) which calls for any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. The DDA and subsequent amendments were entered into prior to June 28, 2011. There are project related activities relating to the DDA. Under 34171 (b), employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, shall be considered project-specific costs and shall not constitute administrative costs.
38	OPA- Habitat for Humanity - 4237 Imperial	
39	OPA- Habitat for Humanity - 4237 Imperial	DOF informed the Successor Agency include under the NOTES section of the ROPS items that the Successor Agency would like reinstated in the ROPS . Total Outstanding Debt or Obligation \$10,000)(Total Due During Fiscal Year \$4,000)(6 Month Total: \$2,000) (Funding Source: Reserve Balance from unspent tax increment proceeds)The DDA with Habitat for Humanity is an enforceable obligation under H&S 34167(d)(5) which calls for any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. The DDA and subsequent amendments were entered into prior to June 28, 2011. There are project related activities relating to the DDA. Under 34171 (b), employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, shall be considered project-specific costs and shall not constitute administrative costs.
40	DDA -Fresh and Easy (#28)	
41	DDA -Fresh and Easy (#28a)	Source of Reserve Balance is unspent tax increment from previous years.
42	Agreement- Successor Agency Counsel (#29)	Source of Reserve Balance is unspent tax increment from previous years.
43	Contract - Property Disposition (#37)	

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Item #	Project Name / Debt Obligation	Notes/Comments
44	Cox Castle & Nicholson (LRA v. Barry Ross, et al (Case No. CV11 02207)) - Recoup Clean up Cost and Damages (#41)	Source of Reserve Balance is unspent tax increment from previous years.
45	Contract- Remediation (#41A)	
46	Annual Financial Audit (#42)	
47	Contract - Property Disposition (#44)	
48	Agreement (#47)-All Counsels- Pending Litigations	Source of Reserve Balance is unspent tax increment from previous years. Change "Description/Project Scope" to "Attorneys costs (pending litigation) & (LAUSD v County of Los Angeles, et al (3/29/2007); Northgate; etc.). All other pending litigations. H&S 34171d" Include under Payee: Kane, Ballmer and Berkman.
49	LAUSD v. County of Los Angeles, et al , Case No. BS108180	
50	LRA v. Barry Ross, et al (Case No. CV11 02207) - Recoup Clean up Cost and Damages	Source of Reserve Balance is unspent tax increment from previous years.
51	Employment Agreement (#49)	Source of Reserve Balance is unspent tax increment from previous years. On August 10, 2009 an employment contract agreement was signed to hire a Redevelopment Director. Agreement provisions include salaries, benefits, payment of all unpaid salary and benefits upon separation, and severance. The DOF listed Line 49 to be reclassified as administrative cost. The employment agreement with Sarah Withers is an enforceable obligation under H&S 34167(d)(5) which calls for any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. The Agreement was executed on August 10, 2009 which is a date prior to the enactment of AB 26 and AB 1484. The Administrative Cost Allowance limit of \$250,000 per year is not enough to cover the cost of the employment contract, a contract that meets the enforceable obligation definition.
52	Agreement (#50) - Liability Insurance	Source of Reserve Balance is unspent tax increment from previous years. The DOF listed Line 52 to be reclassified as administrative cost. The expense for liability insurance under ICRMA is allowable under AB 1484 as an enforceable obligation. H&S 34167(d)(6) includes enforceable obligation as contracts or agreements necessary for the continued administration or operation of the redevelopment agency... including, but not limited to agreements ...for carrying insurance. Also, pursuant to H&S 34177.3(b) Successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring professional administrative services and legal counsel, and procuring insurance. H&S 33134 states "within the survey area or for purposes of redevelopment an agency may insure or provide for the insurance of any operations of the agency against risks or hazards. AB 1484 did not classify insurance as administrative cost. Dropping Liability Insurance from the limited administrative cost allowance would expose the Successor Agency and Oversight Board to unlimited liability.
53	Canon (#52)	
54	Housing Fund Deficit (#53)	

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Item #	Project Name / Debt Obligation	Notes/Comments
55	Loan to the Agency (#54)	<p>DOF informed the Successor Agency include under the NOTES section of the ROPS items that the Successor Agency would like reinstated in the ROPS . Total Obligation (\$344,881). Total Due During Fiscal Year (\$344,881). Six-Month (\$344,881) Source of Reserve Balance (Unspent tax increment proceeds). Although AB 1484 now outlines a process for the approval of these loan agreements, which the Successor Agency will pursue if necessary, the 2006 Promissory Note (Note) nevertheless qualifies as an "enforceable obligation" and should be upheld. (The 2006 Promissory Note was approved by CRA Resolution 2006.63, copies of which are enclosed.) The Note was lawfully entered into between the City of Lynwood and the former LRA as a loan to the LRA. The loan was made pursuant to the Community Redevelopment Law, which authorized the City to provide financial assistance to the LRA, including per HSC sections 33601 ["An agency may borrow money or accept financial or other assistance from the state or the federal government or any other public agency for any redevelopment project within its area of operation, and may comply with any conditions of such loan or grant"], 33610 ["At any time after the agency created for any community becomes authorized to transact business and exercise its powers, the legislative body of the community may appropriate to the agency such amounts as the legislative body deems necessary for the administrative expenses and overhead of the agency. The money appropriated may be paid to the agency as a grant to defray the expenses and overhead, or as a loan to be repaid upon such terms and conditions as the legislative body may provide. In addition to the common understanding and usual interpretation of the term, "administrative expense" includes, but is not limited to, expenses of redevelopment planning and dissemination of redevelopment information"] and Government Code sections 53600 et seq. The loan evidenced by the Note was also based on and supported by all the necessary findings under HSC 33445 per LRA Resolution No. 2006-053. Indeed, Resolution No. 2006-053 provides that the improvements to be made with the funds were to help alleviate conditions of blight in the redevelopment project area and that no other reasonable means of financing the improvements were available. The City and LRA approved the Note 5 years before the enactment of ABX1 26, and certainly before January 1, 2011 as part of the issuance of indebtedness obligations and solely for the purpose of securing or repaying those indebtedness obligations. Thus, the Note qualifies as an enforceable obligation under HSC section 34171(d)(2)(A) in ABX1 26, which is unmodified by AB 1484. The Note is therefore an action taken in reliance on the authority provided by the Community Redevelopment Law. We suspect the DOF would not have raised issues with a promissory note if it had been secured through a private third party lender insofar as it would fit within the definition of an "enforceable obligation" per HSC 34171(d)(1)(A) and (B). The conclusion should not change where a city, as done by the City of Lynwood and multiple other agencies throughout the State, committed its own funds in its redevelopment agency. Such actions were prudent and safeguarded the LRA's funds by avoiding having to pay higher interest rates to third parties in the open market. Indeed, the interest rate on the Note is a modest 5%. The Note further provides for repayment over a reasonable term. The former LRA paid the first installment in 2006 and the second installment directly. There is thus no rationale to distinguish the Note and any other third party loan the LRA could have pursued in 2006.</p>
56	(#56) (Office Lease)	