



City of Rohnert Park ♦ 130 Avram Avenue ♦ Rohnert Park, California 94928
PHONE: (707) 588-2227 ♦ FAX: (707) 792-1876 ♦ WEB: www.rpcity.org

**OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY
CITY OF ROHNERT PARK
(Successor Agency of the Former Community Development Commission of the
City of Rohnert Park)**

**SPECIAL MEETING AGENDA
TUESDAY, FEBRUARY 18, 2014, 3:00 p.m.**

**MEETING LOCATION: CITY HALL - COUNCIL CHAMBER
130 Avram Avenue, Rohnert Park, California**

The Oversight Board welcomes your attendance, interest and participation at its public meetings. Oversight Board agendas and minutes may be viewed at the City of Rohnert Park website at: www.rpcity.org.

PUBLIC HEARINGS

The Oversight Board may discuss and/or take action on any or all of the items listed on this agenda. If you challenge decisions of the Oversight Board or the Successor Agency City of Rohnert Park in court, you may be limited to raising only those issues you or someone else raised at public hearing(s) described in this agenda, or in written correspondence delivered to the Successor Agency City of Rohnert Park, at, or prior to the public hearing(s).

PUBLIC COMMENTS

For public comment on items listed or not listed on the agenda, or on agenda items if unable to speak at the scheduled time (limited to three minutes per appearance and a 30 minute total time limit, or allocation of time based on number of speaker cards submitted)

PLEASE FILL OUT A SPEAKER CARD PRIOR TO SPEAKING

DISABLED ACCOMMODATION

If you have a disability which requires an interpreter or other person to assist you while attending this Board meeting, please contact the Clerk of the Board at (707) 588-2205 at least 72 hours prior to the meeting to ensure arrangements for accommodation by the City. Please notify the Clerk's Office as soon as possible if you have a visual impairment requiring meeting materials to be produced in another format (Braille, audio-tape, etc.)

Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection before each regularly scheduled Board meeting at City Hall, located at 130 Avram Avenue. Any writings or documents subject to disclosure that are provided to all, or a majority of all, of the members of the Board regarding any item on this agenda after the agenda has been distributed will also be made available for inspection at City Hall during regular business hours.

ANNOUNCEMENT: Please turn off all pagers, cellular telephones and all other communication devices upon entering the Rohnert Park Council Chamber. Use of these devices causes electrical interference with the sound recording and TV broadcast systems.

3:00 PM

1. **CALL TO ORDER / ROLL CALL** (Zane__ Mackenzie __ Calvert__ Jolley __Masterson____ Ponton____ Thompson__)

2. **PUBLIC COMMENTS**

Persons wishing to address the Board on any Consent Calendar item or on Successor Agency City of Rohnert Park business not listed on the Agenda may do so at this time. Each speaker will be allotted 3 minutes. Those wishing to address the Oversight Board on any report item listed on the Agenda should submit a "Speaker Card" to the Clerk before announcement of agenda item.

3. **APPROVAL OF MINUTES**

A. Special meeting of Oversight Board for Successor Agency City of Rohnert Park held on September 16, 2013.

4. **MEETING ITEMS**

A. Receive Resignation Letters from Darrin Jenkins and Linda Babonis and Acknowledge Mayor's Appointments of Brian Masterson and Marilyn Ponton to OSB

1. Staff Report

B. Administration of Oaths of Office to Newly Appointed Board Members

1. Staff Report

C. Consideration of Extension of Legal Services Agreement with Betsy Strauss

1. Staff Report

a. Board Discussion/Direction

D. Consider Approving the Recognized Obligation Payment Schedule ("ROPS 14-15A") of the Successor Agency City of Rohnert Park for the Periods July 1, 2014 – December 31, 2014

1. Staff Report

2. Resolution for adoption: Resolution No. OSB 2014-01 A Resolution of the Oversight Board for the Successor Agency City of Rohnert Park Approving the Recognized Obligation Payment Schedule For July 1, 2014 – December 31, 2014, ("ROPS 14-15A"), Pursuant To Section 34177 of the California Health And Safety Code

a. Board Motion/Discussion/Vote

5. **NEW MATTERS FOR FUTURE CONSIDERATION**

6. **PUBLIC COMMENT ON NON-AGENDA ITEMS**

Members of the public may address the Oversight Board on matters that are within the Oversight Board's jurisdiction and not on today's calendar. Each speaker shall have up to three minutes to make pertinent public comments unless the Oversight Board adopts a shorter period. It is strongly recommended that members of the public who wish to address the Oversight Board should fill out a "Speaker Card" provided by the Clerk, and submit the completed card to the Clerk.

7. **ADJOURNMENT**



**MINUTES OF THE SPECIAL MEETING
OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY CITY OF ROHNERT PARK**

**Monday, September 16, 2013
Rohnert Park City Hall, Council Chambers
130 Avram Avenue, Rohnert Park, California**

1. CALL TO ORDER

The special meeting of the Oversight Board to the Successor Agency City of Rohnert Park was called to order by Chair Shirlee Zane at 10:30 AM on September 16, 2013, in the Council Chambers, Rohnert Park City Hall, 130 Avram Avenue, Rohnert Park, California.

Present: Shirlee Zane, Chair
Jake Mackenzie, Vice Chair
Linda Babonis, Board Member
Denise Calvert, Board Member
Darrin Jenkins, Board Member
Mike Thompson, Board Member

Absent: Kate Jolley, Board Member

Staff present: Clerk of the Board Eydie Tacata; Finance Director Cathy Orme; Oversight Board Counsel Betsy Strauss (via telephone)

2. PUBLIC COMMENTS

There were no comments from the public.

3. APPROVAL OF MINUTES

Chair Zane announced the item.

Board Member Jenkins requested a correction to the list of Board Members present and absent in Section 1: Call to Order.

ACTION: Moved/seconded (Thompson/Babonis) to approve minutes of the meeting of April 10, 2013 with corrections. Motion carried 6-0-0-1 (Jolley absent) by the following vote: AYES: Boardmembers Zane, Babonis, Calvert, Jenkins, Mackenzie and Thompson, NOES: None, ABSTAINS: None, ABSENT: Jolley.

4. MEETING ITEMS

A. Consider Approving a Long Range Property Management Plan for Disposition and Use of Real Properties of the Former Community Development Commission

Chair Zane announced the item. Finance Director Orme gave the staff report.

ACTION: Moved/seconded (Jenkins/Mackenzie) to adopt Resolution No. OSB 2013-04 A Resolution of the Oversight Board for the Successor Agency City of Rohnert Park Approving a Long-Range Property Management Plan. Motion carried 6-0-0-1 (Jolley absent) by the following vote: AYES: Boardmembers Zane, Babonis, Calvert, Jenkins, Mackenzie and Thompson, NOES: None, ABSTAINS: None, ABSENT: Jolley.

- B.** Consider Making Finding that a Loan between the City of Rohnert Park and Former Community Development Commission (“General Fund Loan”) was for Legitimate Redevelopment Purposes and is an Enforceable Obligation of the Successor Agency

Chair Zane announced the item. Finance Director Orme gave the staff report.

There was general discussion on the item by the Board and specific discussion on the rates used to recalculate the loan balance. Oversight Board Counsel Strauss suggested clarifying language to Section 1 of the proposed Resolution No. OSB 2013-05. The Board concurred with the suggested change in Section 1.

ACTION: Moved/seconded (Mackenzie/Babonis) to adopt Resolution No. OSB 2013-05 A Resolution of the Oversight Board for the Successor Agency City of Rohnert Park Approving Repayment of Amounts Owed to the City of Rohnert Park by the Former Community Development Commission of the City of Rohnert Park with amendment to Section 1. Motion carried 6-0-0-1 (Jolley absent) by the following vote: AYES: Boardmembers Zane, Babonis, Calvert, Jenkins, Mackenzie and Thompson, NOES: None, ABSTAINS: None, ABSENT: Jolley.

- C.** Consider Approving the Recognized Obligation Payment Schedule (“ROPS 13-14B”) of the Successor Agency City of Rohnert Park for the Periods January 1– June 30, 2014

Chair Zane announced the item. Finance Director Orme gave the staff report.

ACTION: Moved/seconded (Thompson/Mackenzie) to adopt Resolution No. OSB 2013-06 A Resolution of the Oversight Board for the Successor Agency City of Rohnert Park Approving the Recognized Obligation Payment Schedule For January 1 – June 30, 2014, (“ROPS 13-14B”), Pursuant To Section 34177 of the California Health And Safety Code. Motion carried 6-0-0-1 (Jolley absent) by the following vote: AYES: Boardmembers Zane, Babonis, Calvert, Jenkins, Mackenzie and Thompson, NOES: None, ABSTAINS: None, ABSENT: Jolley.

5. NEW MATTERS FOR FUTURE CONSIDERATION

Finance Director Cathy Orme announced her separation from the City of Rohnert Park. The Board Members thanked her for her service to the City and the Successor Agency.

6. PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no comments from the public.

7. ADJOURNMENT

ACTION: The Board members concurred to adjourn the meeting at 11:05 AM.

Eydie Tacata, Clerk of the Board
Successor Agency City of Rohnert Park

Shirlee Zane, Chair
Oversight Board for the Successor Agency of
Rohnert Park

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Mission Statement

“We Care for Our Residents by Working Together to Build a Better Community for Today and Tomorrow.”

**CITY OF ROHNERT PARK
OVERSIGHT BOARD AGENDA REPORT**

Meeting Date: February 18, 2014
Submitted By: Darrin Jenkins, City Manager
Prepared By: Ellen Beardsley, Administrative Assistant
Agenda Title: **Receive Resignations from Darrin Jenkins and Linda Babonis and Acknowledgement of Mayor’s Appointments to Oversight Board**

RECOMMENDED ACTION:

Receive resignations of Darrin Jenkins and Linda Babonis from the Oversight Board (“OSB”) and acknowledge Mayor Callinan’s appointments of Brian Masterson and Marilyn Ponton.

BACKGROUND:

Health & Safety Code Section 34179(a)(2) states that one member of the OSB is to be “appointed by the Mayor for the city that formed the redevelopment agency” and one member is to be “appointed by the Mayor from the recognized employee organization representing the largest number of former redevelopment agency employees employed by the successor agency at that time.” At the City Council meeting of February 28, 2012, Mayor Jake Mackenzie appointed Darrin Jenkins as the City Representative to the Oversight Board, and he appointed Linda Babonis who served as the Employee Representative of former Rohnert Park Community Development Commission employees.

On December 1, 2013, Darrin Jenkins was appointed as City Manager for the City of Rohnert Park. In his role as City Manager, Mr. Jenkins will serve as the chief advisor to the Board which may conflict with serving as a Board Member. Attached to this staff report is Mr. Jenkins’s written resignation to the OSB Chair per Section 7 of the OSB Bylaws¹.

Ms. Babonis has tendered her resignation due to the recent elimination of her position of Economic Development Manager with the City. Her written resignation is also attached.

Pursuant to OSB Bylaws Section 8 ‘Filling of Vacancies’, “In the event of a vacancy on the Board, the appointing entity for the vacant seat shall select a member to fill such vacancy as soon as reasonably practicable, provided, however, that the Governor may appoint individuals to fill any member position that remains vacant for more than sixty (60) days.” At the City Council meeting on January 14, 2014, Mayor Joe Callinan appointed Brian Masterson, Director of Public

¹ Section 7. Resignation: Any Board member may resign at any time by giving written notice to the Chair, who shall forward such notice to the Successor Agency and to DOF. Any such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Safety, to replace Mr. Jenkins, and on February 11, 2014, the Mayor appointed Marilyn Ponton, Interim Director of Development Services, to the OSB to replace Ms. Babonis.

The Board is being asked to acknowledge the resignations and to confirm the Mayor's recent appointments.

FISCAL IMPACT/FUNDING SOURCE: No fiscal impact.

City Manager Approval Date: 2/10/14

City Attorney Approval Date: 2/11/2014

Attachments *(list in packet assembly order):*

1. Darrin Jenkins's notice of resignation
2. Linda Babonis's notice of resignation



City Council

Joseph T. Callinan
Mayor

Amy O. Ahanotu
Vice Mayor

Gina Belforte
Jake Mackenzie
Pam Stafford
Council Members

Darrin Jenkins
City Manager

Michelle Marchetta Kenyon
City Attorney

Alexandra M. Barnhill
Assistant City Attorney

JoAnne Buergler
City Clerk

Brian Masterson
Director of Public Safety

John McArthur
*Director of Public Works and
Community Services*

Mark Walsh
Interim Finance Director

Marilyn Ponton
Development Services Manager

January 6, 2014

Chair Shirlee Zane and Oversight Board Members, City of Rohnert Park
c/o OSB Clerk of the Board
130 Avram Avenue
Rohnert Park, CA 94928

Re: Resignation Letter

Dear Chair Shirlee Zane and OSB Board Members:

Due to my recent appointment as City Manager for the City of Rohnert Park, I am unable to continue as an Oversight Board Member. Per Section 7 of the OSB Bylaws, please accept this letter as written notice of my resignation effective as of the date written above.

The Mayor of the City of Rohnert Park has authority to fill a vacancy on the Board. The City Council is scheduled to consider this appointment at its meeting on January 14, 2014.

Respectfully,

Darrin Jenkins
City Manager

c: Successor Agency City of Rohnert Park / City Council Members
JoAnne Buergler, City Clerk
Eydie Tacata, Clerk of the OSB



City Council

Joseph T. Callinan
Mayor

Amy O. Ahanotu
Vice Mayor

Gina Belforte
Jake Mackenzie
Pam Stafford
Council Members

Darrin Jenkins
City Manager

Michelle Marchetta Kenyon
City Attorney

Alexandra M. Barnhill
Assistant City Attorney

JoAnne Buergler
City Clerk

Brian Masterson
Director of Public Safety

John McArthur
*Director of Public Works and
Community Services*

Mark Walsh
Interim Finance Director

Marilyn Ponton
Interim Director of Development Services

February 4, 2014

Chair Shirlee Zane and Oversight Board Members, City of Rohnert Park
c/o OSB Clerk of the Board
130 Avram Avenue
Rohnert Park, CA 94928

Re: Resignation Letter

Dear Chair Shirlee Zane and OSB Board Members:

Per Section 7 of the OSB Bylaws, please accept this letter as written notice of my resignation effective as of the date written above.

The Mayor of the City of Rohnert Park has authority to fill this vacancy on the Board. The City Council is scheduled to consider an appointment at its meeting on February 11, 2014.

It has been a pleasure to serve on the Oversight Board.

Respectfully,

Linda Babonis
Economic Development Manager, City of Rohnert Park

c: Successor Agency City of Rohnert Park / City Council Members
Darrin Jenkins, City Manager
JoAnne Buergler, City Clerk
Eydie Tacata, Clerk of the OSB



Mission Statement

“We Care for Our Residents by Working Together to Build a Better Community for Today and Tomorrow.”

**CITY OF ROHNERT PARK
OVERSIGHT BOARD AGENDA REPORT**

Meeting Date: February 18, 2014
Submitted By: Darrin Jenkins, City Manager
Prepared By: Ellen Beardsley, Administrative Assistant
Agenda Title: **Administration of Oaths of Office to Newly Appointed Board Members**

RECOMMENDED ACTION:

Administration of the Oath of Office by a city official to newly appointed board members.

BACKGROUND:

At its meeting of January 14, 2014, the Rohnert Park City Council confirmed the Mayor’s appointment of Brian Masterson, Director of Public Safety, as the City Representative to the Oversight Board (“OSB”) to replace Darrin Jenkins.

On February 11, 2014, the Council confirmed the Mayor’s appointment of Marilyn Ponton, Interim Director of Development Services, to the OSB to replace Linda Babonis who served as the Employee Representative of former Rohnert Park Community Development Commission employees.

The Clerk of the Board shall administer the Oath of Office to the new appointees to the City of Rohnert Park Oversight Board.

City Manager Approval Date: 2/10/14
City Attorney Approval Date: 2/11/2014

Attachments *(list in packet assembly order):*

1. Oaths of Office

Oath of Office

STATE OF CALIFORNIA

} ss:

COUNTY OF SONOMA

**For the office of Member of the Oversight Board of the
Successor Agency City of Rohnert Park**

I, *Brian Masterson*, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Brian Masterson

Subscribed and sworn to before me this

_____ day of _____, 2014

Signature

Name

Title

Oath of Office

STATE OF CALIFORNIA

} **ss:**

COUNTY OF SONOMA

**For the office of Member of the Oversight Board of the
Successor Agency City of Rohnert Park**

I, *Marilyn Ponton*, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Marilyn Ponton

Subscribed and sworn to before me this

_____ day of _____, 2014

Signature

Name

Title

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**CITY OF ROHNERT PARK
OVERSIGHT BOARD AGENDA REPORT**

Meeting Date: February 18, 2014
Submitted By: Darrin Jenkins, City Manager
Prepared By: Ellen Beardsley, Administrative Assistant
Agenda Title: **Consideration of Extension of Legal Services Agreement with Betsy Strauss (Second Amendment to Agreement)**

RECOMMENDED ACTION:

Discuss and provide direction to staff to request that the City of Rohnert Park, acting in its capacity as the Successor Agency, approve Second Amendment to the Legal Services Agreement with Betsy Strauss for the Successor Agency’s Oversight Board (“Second Amendment”) extending term of the Agreement to December 31, 2016.

BACKGROUND:

At the April 11, 2012 meeting, staff recommended that the Board consider retaining separate legal counsel for the Board independent of the City. The Board directed staff to provide options for outside legal counsel. On May 7, 2012, staff returned to the Board with a recommendation to consider retaining Betsy Strauss as the Board’s legal counsel. The Board directed staff to request that the City of Rohnert Park, in its capacity as the Successor Agency, consider and approve the Legal Services Agreement with Betsy Strauss (“Agreement”) to provide services to the Oversight Board. On July 24, 2012, the Rohnert Park City Council approved Resolution No. 2012-87 authorizing and approving the Agreement.

At its meeting of April 4, 2013, the Board requested that the City Manager of the Successor Agency City of Rohnert Park authorize a First Amendment to the Legal Services Agreement which lowered the not-to-exceed agreement amount to \$10,000 and also extended the term of the Agreement to June 30, 2014. (See Exhibit A to proposed Second Amendment.)

DISCUSSION:

If the Board desires to retain Ms. Strauss’ legal services beyond June 30, 2014, the term of the Agreement should be extended with an amendment. A proposed Second Amendment to the Agreement to effect these changes, once approved by the City of Rohnert Park, is attached for the Board’s consideration.

The Board itself does not have contracting authority, but it may request the City Manager of the

Successor Agency City of Rohnert Park to request that the City of Rohnert Park, acting in its capacity as Successor Agency, consider and authorize a Second Amendment to the Agreement.

City Manager Approval Date: 2/10/14

City Attorney Approval Date: 2/11/2014

Attachments: (1) Proposed Second Amendment to the Legal Services Agreement with Betsy Strauss for the Successor Agency's Oversight Board with Exhibit A

**SECOND AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH
BETSY STRAUSS FOR THE SUCCESSOR AGENCY’S OVERSIGHT BOARD**

This Second Amendment to the Legal Services Agreement between the City of Rohnert Park (“City”), in its capacity as Successor Agency for the Community Development Commission of the City of Rohnert Park, and Betsy Strauss (“Attorney”) is entered into as of the _____ day of _____, 2014, (“Effective Date”), by and between City and Attorney.

RECITALS

- A. City and Attorney are parties to that certain Agreement entitled “*Legal Services Agreement*” dated July 24, 2012, and authorized through Resolution No. 2012-87 approved by the City Council on July 24, 2012, for the amount of \$25,000.00.
- B. City and Attorney entered into a First Amendment to amend Sections 2 and 3 of the Agreement on April 10, 2013, attached hereto as Exhibit A.
- C. City and Attorney now desire to enter into this Second Amendment to amend Section 3 of the Agreement as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises, the parties hereby amend the Agreement as follows:

- 1. Term. In addition to the services provided under the Agreement and First Amendment, the term of the Agreement shall be extended to December 31, 2016, and may be extended for additional one-year terms upon notice from the City Manager and/or his/her designee.
- 2. Agreement in Effect. Except as amended by this Second Amendment, the Agreement shall remain in full force and effect.
- 3. Counterpart Signatures. This Second Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this Second Amendment as of the date first written above.

CITY OF ROHNERT PARK:

ATTORNEY:

By: _____ / _____
Darrin Jenkins, City Manager (Date)
Per Purchasing Ordinance

By: _____ / _____
Name: Betsy Strauss (Date)
Title: Attorney

ATTEST:

City Clerk
APPROVED AS TO FORM:

City Attorney

**Exhibit A to Amendment #2 to
Legal Services Agreement between
City of Rohnert Park and Betsy Strauss**

**FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH
BETSY STRAUSS FOR THE SUCCESSOR AGENCY'S OVERSIGHT BOARD**

This First Amendment to the Legal Services Agreement between the City of Rohnert Park ("City"), in its capacity as Successor Agency for the Community Development Commission of the City of Rohnert Park, and Betsy Strauss ("Attorney") is entered into as of the 11 day of April, 2013, ("Effective Date"), by and between City and Attorney.

RECITALS

- A. City and Attorney are parties to that certain Agreement entitled "*Legal Services Agreement*" dated July 24, 2012, and authorized through Resolution No. 2012-87 approved by the City Council on July 24, 2012, for the amount of \$25,000, and attached hereto as Exhibit A.
- B. City and Attorney now desire to enter into this First Amendment to amend Sections 2 and 3 of the Agreement as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises, the parties hereby amend the Agreement as follows:

- 1. Compensation. Total compensation to Attorney under this Agreement shall not exceed Ten Thousand Dollars (\$10,000).
- 2. Term. In addition to the services provided under the Agreement, the term of the Agreement shall be extended to June 30, 2014.
- 3. Agreement in Effect. Except as amended by this First Amendment, the Agreement shall remain in full force and effect.
- 4. Counterpart Signatures. This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the date first written above.

CITY OF ROHNERT PARK:

ATTORNEY:

By: Darrin Jenkins 12/10/14
Darrin Jenkins, City Manager (Date)
Per Purchasing Ordinance

By: Betsy Strauss 11/26/2014
Name: Betsy Strauss (Date)
Title: Attorney

ATTEST:

By: N/A /
Name: _____ (Date)
Title: _____

John M. Buerger
City Clerk

APPROVED AS TO FORM:

City Attorney

**FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH
BETSY STRAUSS FOR THE SUCCESSOR AGENCY'S OVERSIGHT BOARD**

This First Amendment to the Legal Services Agreement between the City of Rohnert Park ("City"), in its capacity as Successor Agency for the Community Development Commission of the City of Rohnert Park, and Betsy Strauss ("Attorney") is entered into as of the _____ day of _____, 2013, ("Effective Date"), by and between City and Attorney.

RECITALS

- A. City and Attorney are parties to that certain Agreement entitled "*Legal Services Agreement*" dated July 24, 2012, and authorized through Resolution No. 2012-87 approved by the City Council on July 24, 2012, for the amount of \$25,000, and attached hereto as Exhibit A.
- B. City and Attorney now desire to enter into this First Amendment to amend Sections 2 and 3 of the Agreement as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises, the parties hereby amend the Agreement as follows:

- 1. Compensation. Total compensation to Attorney under this Agreement shall not exceed Ten Thousand Dollars (\$10,000).
- 2. Term. In addition to the services provided under the Agreement, the term of the Agreement shall be extended to June 30, 2014.
- 3. Agreement in Effect. Except as amended by this First Amendment, the Agreement shall remain in full force and effect.
- 4. Counterpart Signatures. This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the date first written above.

CITY OF ROHNERT PARK:

ATTORNEY:

By: _____ / _____
Darrin Jenkins, City Manager (Date)
Per Purchasing Ordinance

By: Betsy Strauss / 11/26/2014
Name: Betsy Strauss (Date)
Title: Attorney

ATTEST:

By: _____ / _____
Name: _____ (Date)
Title: _____

City Clerk

APPROVED AS TO FORM:

Rafael
Ass't. City Attorney

Exhibit A to Amendment #1 to
Legal Services Agreement between
City of Rohnert Park and Betsy Strauss

LEGAL SERVICES AGREEMENT

This Agreement dated as of July, 24, 2012, is made by and between the City of Rohnert Park, in its capacity as Successor Agency for the Community Development Commission of the City of Rohnert Park ("Successor Agency") and Betsy Strauss ("Attorney"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorney specializes in public agency law and has significant experience and recognized expertise in that area, and;

WHEREAS, Successor Agency has determined that Attorney's assistance is needed in connection with providing legal services and advice on an as-needed basis to the Successor Agency's Oversight Board;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Services. Attorney will provide advisory and representation services to Successor Agency's Oversight Board upon request.
2. Compensation. Compensation to Attorney for services shall be at the rate of \$225 per hour. Total compensation to Attorney under this Agreement shall not exceed Twenty Five Thousand Dollars (\$25,000).
3. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2013.
4. Standard of Care. Successor Agency has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by Agency of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.
5. Non-Reimbursable Services. Attorney shall not be reimbursed for any of the following expenses:
 - a. Travel expenses, except to the extent approved in accordance with Section 6 below.

- b. Messenger or express mail charges.
- c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
- d. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
- e. Expenses for experts or consultants that have been retained without the prior written approval of the Oversight Board.
- f. Photocopying charges.
- g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.
- h. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.
- i. Replacement attorney learning time or other ramp-up learning costs.
- j. Travel time.
- k. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc.).

6. Direction and Extraordinary Expenses. All direction and control of Attorney's work will be by the Oversight Board. Attorney shall seek pre-approval from the Oversight Board for all extraordinary expenses before the same is incurred by Attorney. By way of example, extraordinary expenses shall include expenses for preparing complex motions, undertaking significant legal research or substantial drafting, retaining experts and consultants, and out-of-town travel.

7. Termination. This Agreement may be terminated by Successor Agency at any time, subject to equitable proportional payments due to Attorney. All files, written material, and documents will be transferred to the Successor Agency upon such termination. Attorney will be available to consult with Successor Agency or, should one be retained, with the Successor's Agency's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination.

8. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.

9. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of Successor Agency. Attorney is not to be considered an agent or employee of Successor Agency and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits Successor Agency provides its employees. In the event Successor Agency exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that she shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and Successor Agency and by way of execution of a written modification to this Agreement.

11. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CBG 00 01 with minimum limits of \$1,000,000 per Occurrence; \$2,000,000 General Aggregate and Automobile Liability Insurance with minimum limit of \$300,000 Combined Single Limit Per Accident; or Bodily Injury; \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.

12. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release Successor Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney, arising out of or in connection with the negligent performance or willful misconduct of Attorney hereunder, whether or not there is concurrent negligence on the part of Successor Agency, but excluding liability due to the sole or active negligence or due to the willful misconduct of Successor Agency. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Attorney or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorney shall be liable to Successor Agency for any loss or damage to Successor Agency property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder.

13. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of her obligations under the Rules of Professional Conduct.

14. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.

15. Taxes. Attorney agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Attorney agrees to indemnify and hold Successor Agency harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If Successor Agency is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish the Successor Agency with proof of payment of taxes on these earnings.

16. Conflict of Interest. Attorney covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where the Successor Agency deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, the Successor Agency must waive any such actual or potential conflict before Attorney may represent such other party.

17. Nondiscrimination. Attorney shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation the Successor Agency's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

18. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

Successor Agency: City of Rohnert Park
130 Avram Avenue
Rohnert Park, California 94928
Attention: City Manager

Attorney: Betsy Strauss
[REDACTED]
[REDACTED]

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of

the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

20. No Waiver of Breach. The waiver by the Successor Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Contract or for the breach thereof shall be brought or tried in the County of Sonoma.

22. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF ROHNERT PARK, as Successor Agency to the former Community Development Commission of the City of Rohnert Park ATTORNEY

By: [Signature]
City Manager

By: [Signature]
Betsy Strauss

Date: 7/27/12

Date: 7/27/12

APPROVED AS TO FORM:
By: [Signature]
City Attorney

Date: _____



ATTEST:
By: [Signature]
City Clerk



Mission Statement

“We Care for Our Residents by Working Together to Build a Better Community for Today and Tomorrow.”

**CITY OF ROHNERT PARK
OVERSIGHT BOARD AGENDA**

Meeting Date: February 18, 2014
Submitted By: Darrin Jenkins, City Manager
Prepared By: Mark Walsh, Interim Finance Director
Agenda Title: **Approving the ROPS 14-15A of the Successor Agency to the former Community Development Commission of the City of Rohnert Park**

RECOMMENDED ACTION:

Consider and adopt the attached Resolution approving the ROPS 14-15A (Recognized Obligation Payment Schedule for the period July 1, 2014 – December 31, 2014) of the Successor Agency to the former Community Development Commission of the City of Rohnert Park.

BACKGROUND:

Health & Safety Code Section 34177 (m)(1) requires successor agencies to submit the Recognized Obligation Payment Schedule (ROPS) electronically and in the manner prescribed by the State Department of Finance (DOF). The DOF recently changed the manner in which successor agencies will submit their ROPS.

The DOF will no longer e-mail the ROPS template to agencies and agencies will no longer email the completed template to the DOF. Instead, agencies will download their pre-populated ROPS template from a new web-based application (hereinafter referred to as the “RAD Application”). Once completed and approved by the oversight board (OB), the template will be uploaded to the RAD Application with a signed OB resolution.

The attached ROPS also reflects a prior change; the implementation of a new ROPS naming convention. This naming convention allows Finance to determine which fiscal year the ROPS is related to and which period, with “A” designating the first half of the fiscal year, and B, the second half of the fiscal year. The July to December ROPS will use the naming convention “ROPS 14-15A.”

The ROPS 14-15A must be submitted to the county auditor-controller, State Controller’s Office and Department of Finance no later than March 1, 2014, after approval by the oversight board.

DISCUSSION:

The attached ROPS 14-15A addresses \$2,705,750 in enforceable obligations to be paid from Redevelopment Property Tax Trust Funds (“RPTTF”). The enforceable obligations include bond debt payments, and the administrative cost allowance for fiscal year 2014-15.

Staff recommends that the Oversight Board consider and adopt the attached Resolution approving the ROPS 14-15A. Should the ROPS be approved by the Oversight Board, the next step will be for staff to submit the approved ROPS to the County Auditor-Controller, State Controller's Office and the Department of Finance by March 1, 2014. In accordance with AB1484, staff will post the approved ROPS on the Successor Agency's website.

City Manager Approval Date: 2/10/14

City Attorney Approval Date: 2/11/2014

Attachments:

1. Resolution No. OSB 2014-01
2. Exhibit A to Resolution: ROPS 14-15A

RESOLUTION NO. OSB 2014-01

**A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY
CITY OF ROHNERT PARK APPROVING THE
RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR
JULY 1, 2014 – DECEMBER 31, 2014 (“ROPS 14-15A”), PURSUANT TO SECTION
34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

WHEREAS, in accordance with Section 34171(j) of the California Community Redevelopment Law (Health & Safety Code § 33000 *et seq.*) (“**CRL**”), the City Council of the City of Rohnert Park (“**City**” or “**City Council**,” as applicable) is the successor agency to the former Community Development Commission of the City of Rohnert Park (“**Commission**”), and is responsible for, among other things, winding down the dissolved Commission’s affairs, continuing to meet the Commission’s enforceable obligations, overseeing completion of redevelopment projects and disposing of the assets and properties of the Commission, all as directed by the oversight board created pursuant to Section 34179 of the CRL (“**Oversight Board**”);

WHEREAS, Section 34177 (1)(2) of the Health and Safety Code requires the City of Rohnert Park as the successor agency to submit to the State Department of Finance (“**DOF**”), the State Controller, and the Sonoma County Auditor-Controller (“**County Auditor**”) for review, Recognized Obligation Payment Schedules (“**ROPS**”) which include enforceable obligations and successor agency administrative costs for six-month periods;

WHEREAS, on June 27, 2012, the Governor signed into law, AB 1484 (“**Redevelopment Budget Trailer Bill**”) to make technical and substantive amendments to AB 26 (“**Dissolution Act**”) concerning issues including but not limited to, enforceable obligations and successor agency administrative costs;

WHEREAS, pursuant to AB 1484, the ROPS for the period of July 1, 2014 to December 31, 2014 (“**ROPS 14-15A**”) shall be submitted to the county auditor-controller, State Controller’s Office and Department of Finance no later than March 1, 2014, after approval by the oversight board.

WHEREAS, successor agency staff have prepared the attached ROPS and submitted it to the Oversight Board for review and approval, and at the same time have provided a copy of the attached ROPS to the County Administrative Officer, the County Auditor and DOF, all as required pursuant to Health and Safety Code Section 34177(1)(2)(B).

**NOW, THEREFORE, THE OVERSIGHT BOARD FOR THE SUCCESSOR
AGENCY CITY OF ROHNERT PARK DOES RESOLVE AS FOLLOWS:**

Section 1. The Recognized Obligation Payment Schedule for the period July 1, 2014 to December 31, 2014 (“**ROPS 14-15A**”) in the form attached to this resolution and incorporated herein by reference, is hereby approved.

Section 2. The staff of the successor agency is hereby directed to submit the ROPS to DOF, the State Controller and the County Auditor and post the ROPS on the successor agency's website in accordance with Health and Safety Code Section 34177(1)(2)(C), and to cooperate with DOF to the extent necessary to obtain DOF's acceptance of the ROPS, including, if necessary, making modifications to the ROPS determined by the City Manager to be reasonable and financially feasible to meet its legally required financial obligations.

DULY AND REGULARLY ADOPTED by the Oversight Board for the Successor Agency City of Rohnert Park this 18th day of February, 2014.

**OVERSIGHT BOARD FOR THE SUCCESSOR
AGENCY CITY OF ROHNERT PARK**

Chair

ATTEST:

Clerk of the Board

Zane: _____ Mackenzie: _____ Calvert: _____ Jolley: _____ Masterson: _____ Ponton: _____ Thompson: _____

AYES: () NOES: () ABSENT: () ABSTAIN: ()

Recognized Obligation Payment Schedule (ROPS 14-15A) - Summary

Filed for the July 1, 2014 through December 31, 2014 Period

Name of Successor Agency: Rohnert Park
Name of County: Sonoma

Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding	
A Sources (B+C+D):	\$ -
B Bond Proceeds Funding (ROPS Detail)	-
C Reserve Balance Funding (ROPS Detail)	-
D Other Funding (ROPS Detail)	-
E Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 2,705,750
F Non-Administrative Costs (ROPS Detail)	2,455,750
G Administrative Costs (ROPS Detail)	250,000
H Current Period Enforceable Obligations (A+E):	\$ 2,705,750

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I Enforceable Obligations funded with RPTTF (E):	2,705,750
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(1,489,378)
K Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 1,216,372

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L Enforceable Obligations funded with RPTTF (E):	2,705,750
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)	2,705,750

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.

Name	Title
/s/	
Signature	Date

Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail
July 1, 2014 through December 31, 2014
 (Report Amounts in Whole Dollars)

A Item #	B Project Name / Debt Obligation	C Obligation Type	D Contract/Agreement Execution Date	E Contract/Agreement Termination Date	F Payee	G Description/Project Scope	H Project Area	I Total Outstanding Debt or Obligation	J Retired	K, L, M, N, O Funding Source					P Six-Month Total		
										Fund (Non-RPTTF)						RPTTF	
										K Bond Proceeds	L Reserve Balance	M Other Funds	N Non-Admin	O Admin			
								\$ 77,825,500		\$ -	\$ -	\$ -	\$ 2,455,750	\$ 250,000	\$ 2,705,750		
1	1999 Tax Allocation	Bonds Issued On or Before 12/31/10	1/27/1999	8/1/2035	Union Bank	Bonds issue to fund non-housing	Rohnert Park	31,090,000	N				395,000		395,000		
2	2001 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	9/25/2001	8/1/2020	Union Bank	Bonds refunding issue	Rohnert Park Redevelopment Project Area	5,940,000	N				968,438		968,438		
3	2007R Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	3/28/2007	8/1/2037	Union Bank	Bonds issue for non-housing projects	Rohnert Park Redevelopment Project Area	20,395,000	N				486,959		\$ 486,959		
4	2007H Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	3/28/2007	2/1/2038	Union Bank	Bonds issue to fund housing projects	Rohnert Park Redevelopment Project Area	15,880,000	N				518,991		\$ 518,991		
5	2003 LRRB's 90% Paid by CDC	Bonds Issued On or Before 12/31/10	7/17/2003	7/1/2025	Union Bank	Lease Revenue Refunding Bonds	Rohnert Park Redevelopment Project Area	4,270,500	N				86,362		\$ 86,362		
6	Administrative Allowance	Admin Costs	1/1/2014	6/30/2014	City of Rohnert Park	Support costs (e.g., Executive Director, CFO, Legal, etc.) 2011-02)	Rohnert Park Redevelopment Project Area	250,000	N					250,000	\$ 250,000		
7	Fund Contribution	Miscellaneous	5/29/2001	5/30/2021	City of Rohnert Park	Golf course CIP Fund contribution per Lease Agmt w/CourseCo. (Term May 2021)	Rohnert Park Redevelopment Project Area		N								
8	Affordable Housing Loan	Business Incentive Agreements	12/1/1997	4/20/2013	Sonoma County Community Development Commission	7982 Santa Barbara Drive. Payment of principal and simple Interest at rate of 3% per annum due on or before April 20, 2013.	Rohnert Park Redevelopment Project Area		Y						\$ -		
9	Affordable Housing Loan	Business Incentive Agreements	12/1/1997	9/1/2013	Sonoma County Community Development Commission	746 Brett Avenue. Payment of principal and simple Interest at rate of 3% per annum due on or before September 1, 2013.	Rohnert Park Redevelopment Project Area		Y						\$ -		
10	Housing Staff Support	Admin Costs	1/1/2014	6/30/2014	City of Rohnert Park	Monitoring requirements & other actions associated with housing function	Rohnert Park Redevelopment Project Area		N								
11	Housing Maintenance	Property Maintenance	1/1/2014	6/30/2014	City of Rohnert Park	Maintenance costs associated with housing assets (i.e., properties)	Rohnert Park Redevelopment Project Area		N								
12	Burke, Williams and Sorenson	Legal	1/1/2014	6/30/2014	Burke, Williams and Sorenson	City Attorney (CDC Reso No 2010-20)	Rohnert Park Redevelopment Project Area		N						\$ -		
13	Rohnert Park Community Center Improvements	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Various improvements to Community Center Campus as recommended by the Feasibility Study (see item #21 - page 1) including energy savings improvements, redesign of the center plaza area, development of adjacent vacant lot and other phased projects.	Rohnert Park Redevelopment Project Area		N						\$ -		
14	Recreational and Community Facilities Improvements	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Improve recreational and community facilities serving the Project Area. Several projects have been identified including an aquatics facility, water/spray parks and all-weather sports fields. Feasibility studies are underway (see item #22 - page 1).	Rohnert Park Redevelopment Project Area		N						\$ -		

Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail
July 1, 2014 through December 31, 2014

(Report Amounts in Whole Dollars)

A Item #	B Project Name / Debt Obligation	C Obligation Type	D Contract/Agreement Execution Date	E Contract/Agreement Termination Date	F Payee	G Description/Project Scope	H Project Area	I Total Outstanding Debt or Obligation	J Retired	K, L, M, N, O Funding Source					P Six-Month Total
										Fund (Non-RPTTF)			RPTTF		
										K Bond Proceeds	L Reserve Balance	M Other Funds	N Non-Admin	O Admin	
15	Commercial Building Improvement Program	Improvement/Infrastructure	1/25/2011	12/31/2015	Successor Agency	Program will provide low interest loans for façade improvements and commercial rehabilitation of commercial properties within the Project Area.	Rohnert Park Redevelopment Project Area	-	N						\$ -
16	Temporary Fire Station Facility	Improvement/Infrastructure	1/25/2011	12/31/2015	Successor Agency	Modification of an existing City-owned building to utilize it as a temporary fire station to service portions of the Project Area. Facility will provide service until such time as funding is available for a permanent facility.	Rohnert Park Redevelopment Project Area	-	N						\$ -
17	Community Sign Program	Improvement/Infrastructure	1/25/2011	12/31/2015	Successor Agency	Based on Corridor Plan, develop functional signage for major streets and major attractions.	Rohnert Park Redevelopment Project Area	-	N						\$ -
18	Neighborhood Beautification Program	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Programs provides assistance to residential property owners for improvements such as painting, landscaping and other improvements.	Rohnert Park Redevelopment Project Area	-	N						\$ -
19	Avram Development/Former City Hall Reuse	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Redevelop former City Hall site and two contiguous parcels (6230 Commerce Blvd., 100 and 120 Avram Avenue) based on findings made in feasibility study related to affordable housing obligations.	Rohnert Park Redevelopment Project Area	-	N						\$ -
20	Southwest Fire Station Reuse	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Redevelop property with 17 very-low income housing units or an alternative use focused on creating a public assistance site.	Rohnert Park Redevelopment Project Area	-	N						\$ -
21	Rohnert Park Housing Rehabilitation Loan Program	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Provide rehabilitation loans to low and very-low income households.	Rohnert Park Redevelopment Project Area	-	N						\$ -
22	Assistance to Community Based Organizations	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Provide financial assistance for health and safety repairs to homes occupied by low-income families with children, seniors and disabled individuals. Provide one-time rental assistance to eligible residents experiencing financial difficulty. Provide rental subsidy for low and very-low income individuals/families living in CDC-owned, COTS-managed Transitional and Shared Living homes.	Rohnert Park Redevelopment Project Area	-	N						\$ -
23	Southwest Boulevard Shopping Center Site	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Housing Element identifies this site for redevelopment of mixed-use housing with 12 affordable housing units; 4 very-low income and 8 low-income units.	Rohnert Park Redevelopment Project Area	-	N						\$ -
24	Acquisition of Affordability Covenants	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Purchase affordability covenants to restrict occupancy of Rohnert Park rental units for 55 years to low and very low income households.	Rohnert Park Redevelopment Project Area	-	N						\$ -

Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail
July 1, 2014 through December 31, 2014
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
25	Subsidies for Non-Profit Development	OPA/DDA/Construction	1/25/2011	12/31/2015	Successor Agency	Provide subsidies to non-profit developers to increase affordable housing opportunities within the Project Area and City.	Rohnert Park Redevelopment Project Area	-	N						\$ -
26	Community Center Complex	City/County Loans On or Before 6/27/11	7/8/2003	7/7/2023	Successor Agency	Ground Lease (CDC Reso No. 2003-08)	Rohnert Park Redevelopment Project Area		N						

Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177(l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.								
A	B	C	D	E	F	G	H	I
		Fund Sources						
		Bond Proceeds		Reserve Balance		Other	RPTTF	
	Cash Balance Information by ROPS Period	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR balances retained	Prior ROPS RPTTF distributed as reserve for next bond payment	Rent, Grants, Interest, Etc.	Non-Admin and Admin	Comments
ROPS 13-14A Actuals (07/01/13 - 12/31/13)								
1	Beginning Available Cash Balance (Actual 07/01/13) Note that for the RPTTF, 1 + 2 should tie to columns J and O in the Report of Prior Period Adjustments (PPAs)	8,119,048		574,873	-	422	49,205	
2	Revenue/Income (Actual 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distribution from the County Auditor-Controller during June 2013	9,549		-	1,365,388	4,143	1,715,650	
3	Expenditures for ROPS 13-14A Enforceable Obligations (Actual 12/31/13) Note that for the RPTTF, 3 + 4 should tie to columns L and Q in the Report of PPAs	-		-			1,640,865	
4	Retention of Available Cash Balance (Actual 12/31/13) Note that the RPTTF amount should only include the retention of reserves for debt service approved in ROPS 13-14A				1,365,388			
5	ROPS 13-14A RPTTF Prior Period Adjustment Note that the RPTTF amount should tie to column S in the Report of PPAs.			No entry required			1,489,378	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 8,128,597	\$ -	\$ 574,873	\$ -	\$ 4,565	\$ (1,365,388)	
ROPS 13-14B Estimate (01/01/14 - 06/30/14)								
7	Beginning Available Cash Balance (Actual 01/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 8,128,597	\$ -	\$ 574,873	\$ 1,365,388	\$ 4,565	\$ 123,990	
8	Revenue/Income (Estimate 06/30/14) Note that the RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014	9,000		-		4,000	1,253,307	
9	Expenditures for 13-14B Enforceable Obligations (Estimate 06/30/14)			-	1,365,388		1,388,720	
10	Retention of Available Cash Balance (Estimate 06/30/14) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14B							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ 8,137,597	\$ -	\$ 574,873	\$ -	\$ 8,565	\$ (11,423)	

ROPS 13-14A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14A (July through December 2013) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15A (July through December 2014) period will be offset by the SA's self-reported ROPS 13-14A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

ROPS 13-14A CAC PPA: To be completed by the CAC upon submittal of the ROPS 14-15A by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the admin amounts do not need to be listed at the line item level and may be entered as a lump sum.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											SA Comments	RPTTF Expenditures						Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15A Requested RPTTF)	
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin				Admin				Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15A Requested RPTTF)	Non-Admin CAC			Admin CAC							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)		Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference		Net Difference
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,929,337	\$ 2,929,337	\$ 2,929,337	\$ 1,563,948	\$ 1,365,389	\$ 250,000	\$ 200,906	\$ 200,906	\$ 76,917	\$ 123,989	\$ 1,489,378				\$ -			\$ -		\$ -
1	1999 Tax Allocation Bonds	-	-	-	-	-	-	395,000	395,000	\$ 395,000	-	\$ 395,000						\$ 395,000	Debt Service Paid in Jan, 2014								
2	2001 Tax Allocation Bonds	-	-	-	-	-	-	970,388	970,388	\$ 970,388	-	\$ 970,388						\$ 970,388	Debt Service Paid in Jan, 2014								
3	2007R Tax Allocation Bonds	-	-	-	-	-	-	486,959	486,959	\$ 486,959	486,958	\$ 1						\$ 1	Difference due to interest earnings on hand with trustee applied to reduce debt service payment								
4	2007H Tax Allocation Bonds	-	-	-	-	-	-	517,491	517,491	\$ 517,491	517,491	\$ -						\$ -									
5	2003 LRRB's 90% Paid by CDC	-	-	-	-	-	-	439,499	439,499	\$ 439,499	439,499	\$ -						\$ -									
6	Administrative Allowance	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
7	Fund Contribution	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
8	Affordable Housing Loan	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
9	Affordable Housing Loan	-	-	-	-	-	-	120,000	120,000	\$ 120,000	120,000	\$ -						\$ -									
10	Housing Staff Support	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
11	Housing Maintenance	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
12	Burke, Williams and Sorenson	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
13	Rohnert Park Community Center Improvements	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
14	Recreational and Community Facilities Improvements	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
15	Commercial Building Improvement Program	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
16	Temporary Fire Station Facility	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
17	Community Sign Program	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
18	Neighborhood Beautification Program	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
19	Avram Development/Former City Hall Reuse	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
20	Southwest Fire Station Reuse	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
21	Rohnert Park Housing Rehabilitation Loan Program	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
22	Assistance to Community Based Organizations	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
23	Southwest Boulevard Shopping Center Site	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
24	Acquisition of Affordability Covenants	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									
25	Subsidies for Non-Profit Development	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -									

