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**AGENDA**  
**SPECIAL MEETING OF THE OVERSIGHT BOARD FOR THE**  
**REDEVELOPMENT AGENCY OF THE CITY OF CONCORD**  
**SUCCESSOR AGENCY**  
**Monday September 22, 2014**  
**9:00a.m.**  
**Permit Center Conference Room**  
**1950 Parkside Drive, Concord**

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Oversight Board Members:

Guy Bjerke, Contra Costa County	Dick Allen, CCC Office of Education
Greg Sawyer, CCC Fire Protection Dist.	Karen Mitchoff, Contra Costa County
Peter Garcia, Diablo Valley College	Supervisor, District IV
Howard Jenkins, Concord Resident	Joan Ryan, City of Concord

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**I. ROLL CALL**

**II. PUBLIC COMMENT PERIOD**

(This is the time set aside for comment on any matter not listed on the agenda. We request all speakers complete a blue speaker card.)

**III. APPROVAL OF JUNE 30, 2014 MEETING MINUTES**

**IV. OVERSIGHT BOARD CONSENT ITEM(S):**

- A. Adopt Resolution No. 14-026 ratifying Successor Agency Agreements with Cagwin & Dorward Landscaping Inc., and Long & Taylor Landscaping for maintaining Successor Agency properties pursuant to Dissolution Act.**

**V. OVERSIGHT BOARD CONSIDERATION ITEM(S):**

- A. Adopt Oversight Board Resolution No. 14-024 approving a \$305,407 Agreement regarding expenditure of excess bond proceeds between the City of Concord and the Successor Agency for the Redevelopment Agency of the City of Concord.**
- B. Adopt Resolution No. 14-025 approving the Recognized Obligation Payment Schedule (14-15B) for January 1, 2015 through June 30, 2015 of the Redevelopment Agency of the City of Concord Successor Agency.**

**VI. ADJOURNMENT**

## **NOTICE TO PUBLIC**

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### **ADA ACCOMMODATION**

In accordance with the Americans with Disabilities Act and California Law, it is the policy of the City of Concord to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the ADA Coordinator at (925) 671-3025, at least five (5) days in advance of the hearing. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

### **SPEAKER'S CARD**

Members of the audience who wish to address the Oversight Board are requested to complete a speaker's card available in the Permit Center Conference Room. Submit the completed card to staff before the item is called, preferably before the meeting begins.

### **PUBLIC COMMENT**

This is the time set aside for public comment on any matter not listed on the agenda. A completed Speaker's Card inclusive of name and address is requested, and comments should be limited to three minutes.

### **CONSENT CALENDAR**

All matters listed under CONSENT CALENDAR are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member prior to the time Board votes on the motion to adopt.

### **CORRESPONDENCE**

Correspondence and writings received within 72 hours of the scheduled Oversight Board for the Successor Agency City of Concord meeting that constitute a public record under the Public Records Act concerning any matter on the agenda is available for inspection during normal business hours at 1950 Parkside Drive, Concord. For additional information, contact John Montagh, Economic Development and Housing Manager, at (925) 671-3082.

### **ROUTINE AGENDA ITEMS AND CONTINUED ITEMS**

All routine and continued items will be considered by the Oversight Board at the beginning of the meeting. There will not be separate discussions of these items unless a request is made prior to the time the Oversight Board considers the motions.

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**ANNOTATED MINUTES**  
**SPECIAL MEETING OF THE OVERSIGHT BOARD FOR THE**  
**REDEVELOPMENT AGENCY OF THE CITY OF CONCORD**  
**SUCCESSOR AGENCY**  
**Monday, June 30, 2014**  
**9:00a.m.**  
**Permit Center Conference Room**  
**1950 Parkside Drive, Concord**

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Oversight Board Members:

Guy Bjerke, Contra Costa County	Dick Allen, CCC Office of Education
Greg Sawyer CCC Fire Protection Dist.	Karen Mitchoff, Contra Costa County
Peter Garcia, Diablo Valley College	Supervisor, District IV
Howard Jenkins, Concord Resident	Joan Ryan, City of Concord

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- I. ROLL CALL** – Karen Mitchoff, Dick Allen, Guy Bjerke, Howard Jenkins, Peter Garcia and Greg Sawyer present; Joan Ryan absent
- II. Introduction of new CCC Protection District Representative, Greg Sawyer, replacing Ed Estrada**
- III. PUBLIC COMMENT PERIOD** – None from the public  
(This is the time set aside for comment on any matter not listed on the agenda. We request all speakers complete a blue speaker card.)
- IV. APPROVAL OF JUNE 19, 2014 MEETING MINUTES.**

**ACTION:** Minutes Approved (5-0; Sawyer and Ryan abstained)

**OVERSIGHT BOARD CONSIDERATION ITEM:**

- A. A RESOLUTION APPROVING THE ISSUANCE AND SALE OF TAX ALLOCATION REFUNDING BONDS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CONCORD TO REFINANCE REDEVELOPMENT ACTIVITIES WITHIN AND FOR THE BENEFIT OF THE CENTRAL CONCORD REDEVELOPMENT PROJECT AREA OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CONCORD AND APPROVING RELATED ACTIONS**  
- REPORT BY KARAN REID, FINANCE DIRECTOR

Karen Reid, Finance Director, made a follow up presentation to the Board concerning the action taken by the Successor Agency to the Redevelopment Agency of the City of Concord at the June 24, 2014 City Council Meeting; approving the issuance of bonds to refund indebtedness of the former Redevelopment Agency. Reid further reported that Council adopted Resolution 14-022 to commence proceedings for the issuance of said bonds also on June 24, 2014.

Reid provided reports, per the request of Howard Jenkins in the June 19, 2014 meeting that provided an overview of the sources and uses of the current and project revenue from the bonds in question as well as the combined savings.

Reid concluded stating that with the Board's approval, she would submit Resolution 14-23 approving the issuance and sale of tax allocation refunding bonds of the Successor Agency to the Redevelopment Agency of the City of Concord to refinance redevelopment activities within and for the benefit of the Central Concord Redevelopment project area, to the Department of Finance and that review by DoF is expected upwards of 65 business days.

**ACTION: Board approved to adopt resolution 14-23 approving the issuance and sale of tax allocation refunding bonds of the Successor Agency to the Redevelopment Agency of the City of Concord to refinance redevelopment activities within and for the benefit of the Central Concord Redevelopment project area. (6-0; Ryan abstained)**

V. ADJOURNMENT – 9:15 am

## **NOTICE TO PUBLIC**

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**REPORT TO OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY  
FOR THE REDEVELOPMENT AGENCY OF THE CITY OF CONCORD**

DATE: September 22, 2014

**SUBJECT: Adopt Resolution No. 14-026 ratifying Successor Agency Agreements with Cagwin & Dorward Landscaping Inc., and Long & Taylor Landscaping for maintaining Successor Agency properties pursuant to Dissolution Act.**

**Report in Brief**

The Successor Agency of the Redevelopment Agency of the City of Concord requires property and landscape maintenance on an on-going basis to maintain the real property owned by the Successor Agency.

As part of the Dissolution Act, successor agencies are allowed to enter into enforceable obligations (agreements) to maintain its properties and these enforceable obligations are to be funded and listed on Successor Agency Recognized Obligation Payment Schedule (ROPS). The Oversight Board and Department of Finance approved \$4,060 to fund Successor Agency property maintenance on its July 1 - December 31 2014 (ROPS 14-15A). For the proposed ROPS 14-15B, a total of \$7,010 is proposed for property maintenance of Agency property.

Successor Agency staff has engaged Cagwin and Dorward Landscape, Inc. to provide weed abatement/landscaping services on three Successor Agency sites (1701 Concord Avenue, Oak Street site at Galindo Street/Laguna Street and Town Center II site at Galindo/Concord Boulevard) and Long and Taylor Landscaping for 1601 Sutter Street property. These services as further detailed in this report assist the Successor Agency with meeting its obligations to maintain the former Redevelopment Agency of the City of Concord's real properties in a respectable condition.

Staff recommends adopting Resolution No. 14-026 (Attachment 1) ratifying the Cagwin and Dorward Landscape, Inc. agreement in the amount of \$4,710 and Taylor Landscaping in the amount of \$3,300. All maintenance service agreements total approximately \$8,010 during the ROPS 14-15A and 14-15B periods.

**Background**

The California State Department of Finance (DOF) approved the Successor Agency for the former Redevelopment Agency of the City of Concord's ROPS 14-15A for the period of July 1, 2014 through December 31, 2014. As part of the approved ROPS, funds were included and approved in the amount of \$4,060 for future property maintenance services associated with Successor Agency properties.

**Adopt Resolution No. 14-026 ratifying Successor Agency Agreements with Cagwin & Dorward Landscaping Inc., and Long & Taylor Landscaping for maintaining Successor Agency properties pursuant to Dissolution Act.**  
**September 22, 2014**  
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The Successor Agency has engaged Cagwin and Dorward Landscape Inc. and Long & Taylor Landscaping to provide property maintenance services for the former Redevelopment Agency properties.

These contractors have been providing landscaping services for the City and Successor Agency over the years and Staff is satisfied with their work product.

**Discussion**

In order for Successor Agency staff to maintain the former Redevelopment Agency's properties, the Successor Agency requires the services of a number of maintenance service providers. AB 1484, legislation which provided modification to AB1x26, allows the Successor Agency to enter into contracts for building and land maintenance. Specifically, Section 34171 (d) (1) (F) allows for contracts or agreements to pay for the costs of maintaining assets prior to disposition. ROPS funds have been authorized for this purpose and represent the minimum amount needed to adequately maintain properties, prevent blight and waste of the Successor Agency's assets prior to disposition of these assets. If adequate funding for these costs is not provided, the necessary maintenance work will not be performed and the Successor Agency's real property assets would fall into disrepair which would drive down the value of the properties and ultimately reduce the future amount of proceeds available for distribution to taxing entities.

Agreements with Cagwin and Dorward Landscape, Inc. (Attachment 2) and Longs and Taylor (Attachment 3) have been executed and requires Oversight Board's ratification. The following provides the scope of work these firms will undertake as part of the agreements:

**Cagwin and Dorward Landscape, Inc.**

Provide landscape services for three large lots located at 1701 Concord Avenue, Oak Street site at Galindo Street and Laguna Street and Town Center II site at Galindo and Concord Boulevard. Services include weed abatement and litter removal. Cost is \$785 per service month (January, February, June, August and October). Additional costs associated with removal of large debris and illegal dumping is not calculated as part of the service month fee and is charged separately when needed.

**Long & Taylor Landscaping**

Provide regular landscape maintenance for 1601 Sutter Street at \$275 per month. Sutter Street is a small office building bordered by landscaping that requires pruning and mowing.

**Fiscal Impact**

The cost of these agreements during ROPS 14-15A period is approximately \$3,220 and approximately \$4,790 during ROPS 14-15B period. Total for the year is approximately \$8,010.

**Adopt Resolution No. 14-026 ratifying Successor Agency Agreements with Cagwin &  
Dorward Landscaping Inc., and Long & Taylor Landscaping for maintaining Successor  
Agency properties pursuant to Dissolution Act.  
September 22, 2014  
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**Public Contact**

The agenda was posted.

**Recommendation**

Staff recommends adopting Resolution No. 14-026 ratifying Successor Agency agreements with Cagwin and Dorward Landscape, Inc. and Longs and Taylor Landscaping for maintaining Successor Agency properties pursuant to Dissolution Act.

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Prepared by: John Montag  
Economic Development and Housing Manager  
[john.montagh@cityofconcord.org](mailto:john.montagh@cityofconcord.org)

Attachment No.1	Resolution No. 14-026
Attachment No. 2	Cagwin & Dorward Agreement
Attachment No. 3	Long & Taylor Agreement

**BEFORE THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY  
CITY OF CONCORD  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Ratifying Landscaping Service  
Agreements for Landscaping Maintenance Services  
Associated with the Former Redevelopment Agency  
Properties Pursuant to AB IX 26 and AB 1484**

**Resolution No. 14-026**

**WHEREAS**, the Successor Agency of the Redevelopment Agency of the City of Concord ("Successor Agency") requires property and building maintenance services on an on-going basis to manage the various real properties of the former Redevelopment Agency to comply with dissolution legislation passed by the State; and

**WHEREAS**, AB 1484 Section 34171(d)(1)(F) allows successor agencies to enter into contracts for building and land maintenance of former redevelopment agency assets prior to disposition; and

**WHEREAS**, ROPS funds have been authorized for this purpose and represent the minimum amount needed to adequately maintain and prevent blight and waste of the Successor Agency's assets; and

**WHEREAS**, if building and land maintenance are not performed, Successor Agency's real property assets will fall into disrepair which will drive down the value of the properties and ultimately reduce the future amount of proceeds available for distribution to taxing entities; and

**WHEREAS**, on or about June 26, 2014, the Successor Agency entered into a maintenance services agreement with Cagwin and Dorward Landscape, Inc. authorizing performance of landscape maintenance services in the amount of \$785 per service month; and

**WHEREAS**, on November 19, 2013, the Successor Agency entered into a maintenance services agreement with Long and Taylor. authorizing performance of landscape maintenance services in the amount of \$275 per service month.

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



## AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT (“**Agreement**”) is entered into on June 3, 2014 between the City of  
2 Concord (the “**CITY**”) and Cagwin & Dorward, a California Corporation, 1565 S. Novato Blvd.,  
3 Novato, CA 94948 (the “**CONSULTANT**”).

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings  
5 and intentions:

6 The CITY desires to contract with Cagwin & Dorward, and Cagwin & Dorward, to contract  
7 with the CITY for provision by Cagwin & Dorward, to the CITY for landscape services as further  
8 described herein, upon the terms and conditions hereinafter set forth.

9 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the  
10 parties herein contained, the parties hereto agree as follows:

11 1. **Effective Date.** The effective date of this Agreement is July 1, 2014.

12 2. **Services.** CONSULTANT shall provide the basic services described in detail in  
13 Exhibit A, Scope of Services/Compensation, attached hereto and made a part hereof.

14 3. **Amendment.** If authorized, CONSULTANT shall furnish additional services, which  
15 are in addition to the basic services. If additional services are requested by CITY, this Agreement  
16 may be amended, modified, or changed by the parties subject to mutual consent and in accordance  
17 with the Municipal Code by execution of an addendum by authorized representatives of both parties  
18 setting forth the additional scope of services to be performed, the performance time schedule, and the  
19 compensation for such services.

20 4. **Authorized Representatives.** Authorized representatives shall represent CITY and  
21 CONSULTANT in all matters pertaining to the services to be ordered by the CITY or rendered by  
22 CONSULTANT under this Agreement except where approval for the CITY is specifically required by  
23 the CITY Council. All requirements of the CITY pertaining to the services to be rendered under this  
24 Agreement by CONSULTANT shall be submitted through these representatives and the CITY shall  
25 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will  
26 result in the performance of such work without delay.

27 The City Manager’s authorized representative is authorized to execute on behalf of the CITY,  
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1 amendments to the agreement, including amendments providing for additional compensation to  
2 CONSULTANT, not to exceed \$15,000, including the base contract amount, throughout the  
3 remaining term of the agreement. Any amount in excess of this amount throughout the remaining  
4 term of this agreement must be approved by the City Council.

5 The CITY authorized representative is John Montagh, Economic Development and Housing  
6 Manager. The CONSULTANT authorized representative is Kathy Ocean, Owner.

7 **5. Compensation.** CONSULTANT shall be compensated on a time and material basis  
8 for basic services rendered under Section 2 not to exceed \$15,000, as more particularly described in  
9 Exhibit A, Scope of Services/Compensation; and CONSULTANT shall be compensated for additional  
10 services rendered under Section 3, as more particularly described in a fully approved and executed  
11 addendum to this Agreement.

12 CONSULTANT may submit monthly statements for basic and additional services rendered. It  
13 is intended that payment to CONSULTANT will be made by the CITY within thirty\_(30) days of  
14 receipt of invoice.

15 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,  
16 shall be from the effective date through June 30, 2015.

17 The CITY's Authorized Representative or City Manager may extend the term of the agreement  
18 for a period not to exceed twelve (12) months if necessary for the CONSULTANT to complete the  
19 Scope of Work or any additional Scope of Work previously authorized by the CITY. Such Extension  
20 of time shall be in writing by a duly executed addendum or amendment to this agreement.

21 **7. Standard of Performance.** CONSULTANT represents to the CITY that the services  
22 shall be performed in an expeditious manner, and with the degree of skill and care that is required by  
23 current, good, and sound procedures and practices. CONSULTANT further agrees that the services  
24 shall be in conformance with generally accepted professional standards prevailing at the time work is  
25 performed.

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1           **8.     Performance by Consultant.** CONSULTANT shall not employ other consultants or  
2 contractors without the prior written approval of the CITY. CONSULTANT hereby designates the  
3 CONSULTANT'S representative as the person primarily responsible for the day-to-day performance  
4 of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the  
5 CONSULTANT'S representative without the prior consent of the CITY. Unless otherwise expressly  
6 agreed by the CITY, CONSULTANT'S representative shall remain responsible for the quality and  
7 timeliness of performance of the services, notwithstanding any permitted or approved delegation  
8 hereunder.

9           **9.     Ownership and Maintenance of Documents.** All documents furnished by  
10 CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect  
11 to this project. They are not intended nor represented to be suitable for reuse by others on extensions  
12 of this project or on any other project. Any reuse without specific written verification and adoption by  
13 CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or  
14 legal exposure and expenses to CONSULTANT, including attorneys' fees arising out of such  
15 unauthorized reuse.

16           CONSULTANT's records, documents, calculations, and all other instruments of service  
17 pertaining to actual project shall be given to the CITY at the completion of the project. The CITY  
18 reserves the right to specify the file format that electronic document deliverables are presented to the  
19 CITY. If agreement is terminated per Section 13, deliverables shall be provided based on Section 13  
20 requirements.

21           **10.   Indemnification.** CONSULTANT agrees to defend, indemnify and hold harmless the  
22 CITY, its officers, agents, employees and volunteers from and against any and all claims, demands,  
23 actions, losses, damages, injuries, and liability (including all attorneys' fees and other litigation  
24 expenses) arising out of the negligent acts or omissions of CONSULTANT in the performance of this  
25 Agreement, excluding the active negligence of indemnities.

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1           **11. Insurance.** CONSULTANT shall hold CITY free, clear, and harmless from all claims  
2 of third persons for damages arising out of negligent acts of CONSULTANT and his/her/its agents  
3 and in furtherance thereof, CONSULTANT shall, at his/her/its own expense, procure and maintain in  
4 full force at all times during the term of this Agreement the following insurance which shall be  
5 provided on an Occurrence basis (except for Professional Liability which may be on a claims made  
6 basis):

7           **A. Commercial General Liability Coverage.** CONSULTANT shall maintain  
8 commercial general liability insurance with limits of no less than one million dollars  
9 (\$1,000,000) combined single limit per occurrence bodily injury, personal injury, and property  
10 damage.

11           **B. General Liability Coverages.** The policies are to contain, or be endorsed to contain  
12 the following provisions:

13           1. The City of Concord, its officers, officials, employees, and volunteers are to be  
14 covered as insured as respects: liability arising out of activities performed by or on behalf of  
15 CONSULTANT and operations of CONSULTANT, premises owned, occupied, or used by  
16 CONSULTANT, the coverage shall contain no special limitations on the scope or protection  
17 afforded to the City of Concord, its officers, officials, employees, or volunteers.

18           2. CONSULTANT's insurance coverage shall be primary insurance with respect  
19 to the City of Concord, its officers, officials, employees, and volunteers. Any insurance or  
20 self-insurance maintained by the City of Concord, its officers, officials, employees, or  
21 volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

22           3. Any failure to comply with the reporting provisions of the policy shall not  
23 affect the coverage provided to the City of Concord, its officers, officials, employees, or  
24 volunteers.

25           **C. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability  
26 insurance covering all vehicles used in the performance of this Agreement providing a One  
27 Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal  
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1 injury, and property damage which may arise from the operation of CONSULTANT in  
2 performing this Agreement.

3 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT  
4 covenants that he/she/it will insure itself against liability for Workers' Compensation pursuant  
5 to the provisions of California Labor Code §3700, *et seq.* CONSULTANT shall, at all times,  
6 upon demand of the City Council and properly authorized agents, furnish proof that Workers'  
7 Compensation Insurance is being maintained by it in force and effect in accordance with the  
8 California Labor Code.

9 **E. Professional Liability Insurance Requirements.** CONSULTANT shall maintain  
10 professional liability insurance with coverage for negligent acts, errors, or omissions  
11 committed by CONSULTANT and its agents and employees in the course of work performed  
12 for the CITY under this Agreement in limits (including deductibles) in compliance with  
13 requirements of the State Bar of California for professional legal corporations.

14 Except for Professional Liability, which shall comply with the requirements of the  
15 California State Bar for professional legal corporations, the aforementioned policy(ies) shall be  
16 issued by an insurance carrier having a rating of Best A-7 or better which is satisfactory to the  
17 City Attorney and shall be delivered to the CITY at the time of the execution of this  
18 Agreement or as provided below. In lieu of actual delivery of such policy(ies), a Certificate  
19 issued by the insurance carrier showing such policy to be in force for the period covered by the  
20 Agreement may be delivered to CITY. Such policy(ies) and certificate(s) shall be in a form  
21 approved by the City Attorney.

22 **12. Suspension of Work.** The CITY may, at any time, by ten (10) days' written notice,  
23 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for  
24 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services  
25 performed and reimbursable expenses incurred prior to the suspension date. During the period of  
26 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for  
27 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.  
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1           **13. Termination.** The CITY may terminate this Agreement for any reason upon ten (10)  
2 days written notice to the other party. The CITY may terminate the Agreement upon five (5) days  
3 written notice if CONSULTANT breaches this Agreement. In the event of termination,  
4 CONSULTANT shall promptly deliver to the CITY any reports or other written, recorded,  
5 photographic, or visual materials and other deliverables prepared for the CITY prior to the effective  
6 date of such termination. After receipt of deliverables, CITY will pay CONSULTANT for the  
7 services performed as of the effective date of the termination.

8           **14. Compliance with Civil Rights.** During the performance of this contract,  
9 CONSULTANT agrees as follows:

10           **A. Equal Employment Opportunity.** In connection with the execution of this  
11 Agreement, CONSULTANT shall not discriminate against any employee or applicant for  
12 employment because of race, religion, color, sex, or national origin. Such actions shall  
13 include, but not be limited to, the following: employment, promotion, upgrading, demotion, or  
14 transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other  
15 forms of compensation; and selection for training including apprenticeship.

16           **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply with all  
17 federal regulations relative to nondiscrimination in federally assisted programs.

18           **C. Solicitations for Subcontractors including Procurement of Materials and**  
19 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by  
20 CONSULTANT for work to be performed under a subcontract including procurement of  
21 materials or leases of equipment, each potential subcontractor, supplier or lessor shall be  
22 notified by CONSULTANT of CONSULTANT'S obligation under this Agreement and the  
23 regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or  
24 national origin.

25           **15. Independent Contractor.** In assuming and performing the services, CONSULTANT  
26 is an independent contractor and shall not be eligible for any benefits, which the City may provide its  
27 employees, except as expressly provided for in the Agreement. All persons, if any, hired by  
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1 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed  
2 as employees or agents of the City in any respect. CONSULTANT shall have responsibility for and  
3 control over the means of providing services under this Agreement.

4 **16. Compliance with Laws.** CONSULTANT shall comply with all applicable Federal,  
5 State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and  
6 permits for the conduct of its business and the performance of the services.

7 **17. Choice of Laws.** This Agreement shall be construed and interpreted in accordance  
8 with the laws of the State of California, excluding any choice of law rules which may direct the  
9 application of the laws of another jurisdiction.

10 **18. Non-Waiver.** The waiver by either party of any breach of any term, covenant, or  
11 condition contained in the Agreement, or any default in their performance of any obligations under the  
12 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other  
13 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default  
14 constitute a continuing waiver of same.

15 **19. Enforceability.** In the event that any of the provisions or portions of application of  
16 any of the provisions of the Agreement are held to be illegal or invalid by a court of competent  
17 jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of  
18 the Agreement with a view toward effecting the purpose of the Agreement. The illegality or invalidity  
19 of any of the provisions or portions of application of any of the provisions of the Agreement shall not  
20 affect the legality or enforceability of the remaining provisions or portions of application of any of the  
21 provisions of the Agreement.

22 **20. Integration.** The Agreement contains the entire agreement and understanding between  
23 the parties as to the subject matter of this Agreement. It merges and supersedes all prior or  
24 contemporaneous agreements, commitments, representation, writings, and discussions between  
25 CONSULTANT and CITY, whether oral or written.

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1 CONSULTANT

2 CITY OF CONCORD,  
3 A MUNICIPAL CORPORATION

4 By:   
5 Name: Bob Bain  
6 Title: Regional Sales Manager  
7 Company: Cagwin & Dorward Landscape Inc..  
8 Address: 1565 S. Novato Blvd.  
9 Novato, CA 94948

By:   
Valerie Barone  
City Manager

10 APPROVED AS TO FORM:

ATTEST:

11   
12 CITY ATTORNEY

  
CITY CLERK

13 FINANCE DIRECTOR'S CERTIFICATION:  
14 Concord, California

15 Date: June 25, 2014

16 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
17 DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED  
18 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

19 THE SUM OF \$ 9,420.00 . Account Code 50083001Z01-68600

\*-1,100 authorized for June 1 through December 31, 2014  
\*5,320 pending DoF approval on ROPS 14-15B  
sm 6/24/14

20   
21 Finance Director's Signature

22 Attachment – Scope of Services  
23  
24  
25  
26  
27  
28

## **Scope of Work**

**Services limited to native weed abatement and litter removal.**

### **Locations:**

#### **1765 Galindo Street Lot - \$315 per month**

This lot is the old Masonic Lodge at the lot is bordered by Galindo Street, Concord Avenue and Clayton Road. There is a four-foot band of native grasses along the perimeter fence which you want to let grow naturally, and not receive any mowing.

#### **Galindo St & Laguna St Lot - \$315 per month**

This lot is bordered by Laguna, Galindo, Oak Streets and the BART parking lot. This lot is comprised of the lots previously known as Clover Field, the Mount Diablo Street Lot.

#### **1701 Concord Avenue Lot - \$155 per month**

This lot is located at 1701 Concord Avenue. During service months, one (1) trash pickup per week, and mowing frequencies as necessary.

### **Service Months as follows:**

January, February, May, June, August & October.

### **Extra Work**

Large debris or illegal dumping is not included in this contract, and will be considered as extra work.

# Proposal



**LONG & TAYLOR**

**LANDSCAPING**

3012 Euclid Drive Concord, California 94519  
(925) 671-9770

PROPOSAL SUBMITTED TO <i>City of Concord</i>	PHONE <i>671-3381</i>	DATE <i>9-16-14</i>
STREET <i>1950 Parkside dr</i>	JOB NAME <i>Concord Historical Society Bldg</i>	
CITY, STATE AND ZIP CODE <i>Concord Ca 94519</i>	JOB LOCATION <i>1601 Sutter St</i>	
ARCHITECT <i>Att. Wilma</i>	DATE OF PLANS	FAX PHONE

We hereby submit specifications and estimates for:

**\* Land scape Maintenance - Includes:**

- Mow-edge fertilize lawns
- Pick up Leaves, debris, ect.
- Trim & groom hedges/shubs & minor tree - Pruning
- Blow sidewalk & parking areas

**Note: Does not include -**

- Irrigation Repairs
- Major Tree Pruning
- Work done weekly

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

*Two hundred seventy Five* dollars (\$ *275* )

Payment to be made as follows:

*Statement sent Monthly*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**REPORT TO OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY  
FOR THE REDEVELOPMENT AGENCY OF THE CITY OF CONCORD**

DATE: September 22, 2014

**SUBJECT: Adopting Oversight Board Resolution No. 14-024 approving a \$305,407 Agreement regarding expenditure of excess bond proceeds between the City of Concord and the Successor Agency for the Redevelopment Agency of the City of Concord.**

**Report in Brief**

The City Council, as part of its 2014-15 Fiscal Budget process, approved two capital improvement projects to be completed at Todos Santos Plaza located in the Central Concord Redevelopment Project Area:

- (1) Installation of archways at the corner of Willow Pass and Mt. Diablo and Willow Pass Road and Grant Street.
- (2) Installation of decorative tree lights for 24 trees bordering Todos Santos Plaza.

Pursuant to Redevelopment Dissolution law, the City of Concord was issued a finding of completion by the Department of Finance (DOF), which allows the Successor Agency authority on a number of redevelopment related activities. In this case, it permits proceeds from bonds issued by the City's former Redevelopment Agency to be utilized for these and other projects, if the DOF determines that the projects are consistent with the bond covenants. To request authorization from DOF to expend redevelopment bond proceeds, the projects must be included on a Recognized Obligation Payment Schedule (ROPS) and approved by the Oversight Board for the Successor Agency City of Concord.

To secure the redevelopment bond proceeds for these projects, the City and Successor Agency entered into an Agreement Regarding Expenditure of Excess Bond Proceeds (Attachment 1) on September 9, 2014 whereby the Successor Agency would provide the funding for the projects and the City would actually implement the projects. If the Oversight Board approves the Agreement, it would then need to be approved by DOF as part of the Successor Agency's ROPS 14-15B. If approved by the Oversight Board and DOF, the bond proceeds would be transferred to the City and would be available for the projects beginning in January 2015.

Staff recommends adoption of Oversight Board Resolution No. 14-024 (Attachment 2) approving an Agreement for Expenditure of Excess Bond Proceeds for Projects Consistent with Bond Covenants.

**Adopting Oversight Board Resolution No. 14-024 approving a \$305,407 Agreement  
regarding expenditure of excess bond proceeds between the City of Concord and the  
Successor Agency for the Redevelopment Agency of the City of Concord.  
September 22, 2014**

Page 2

**Background**

The Redevelopment Dissolution Law (AB 1x 26, enacted June 28, 2011, as amended by AB 1484, enacted June 27, 2012) authorizes the Successor Agency, following issuance of a finding of completion by DOF, to use proceeds derived from redevelopment bonds issued prior to Jan. 1, 2011 in a manner consistent with the original bond covenants, as further provided in Health and Safety Code Section 34191.4(c). The Successor Agency for the Redevelopment Agency of the City of Concord received its finding of completion on August 7, 2013.

In 1985 the former Redevelopment Agency of the City of Concord issued bonds secured by redevelopment tax increment in the amount of \$72,180,000. In 1988, the Redevelopment Agency refinanced the 1985 bonds through an issuance of redevelopment tax increment bonds in the amount of \$92,422,662.59. Today, the Successor Agency still holds \$305,407 in proceeds from these issuances that had been set aside by the Redevelopment Agency for public art.

The resolutions adopted by the Agency to issue the 1985 and 1988 bonds required that the proceeds of such bonds be deposited in a Redevelopment Fund and used in a manner consistent with the Redevelopment Plan and applicable law. The Redevelopment Plan called for a number of activities consistent with the proposed uses of these remaining bond proceeds, including improving Todos Santos Plaza and surrounding street frontages with improved landscaping treatments as well as other amenities. The Plan called for unifying various segments of the Project Area so that they become functionally and visually one interrelated center for a variety of activities. An activity associated with this goal is to provide public improvements such as new streets, public ways, distinctive street lighting and sidewalk design to visually unify the area.

**Discussion**

The City of Concord currently has two projects that it desires to construct and install in Todos Santos Plaza in downtown Concord which is located in the former Redevelopment Agency project area:

- (1) Project No. 2294 (Todos Santos Plaza Archway Project) design was approved by the City Council in the FY14-15 Capital Improvement Budget. Two archway structures would be installed over the pedestrian entrance walkways to the Plaza, facing Willow Pass Road at the corners of Grant Street and Mt. Diablo Street. The design of the archways is complete and provides for two archways (approximately 12 feet high at the center of the span) supported by two concrete columns clad in flagstone. The estimated cost for the two archways is \$190,000. Staff is proposing that \$120,000 of the cost be paid from redevelopment bond proceeds. The design and remainder of the construction cost was funded by Art in Public Places fund.
- (2) Public Works Project No. 2294 (Todos Santos Plaza Decorative Tree lights) was approved by the City Council in the FY14-15 budget. This project replaces existing nonfunctional tree lights located within the tree canopy and related appurtenances in 24 trees which surround Todos

**Adopting Oversight Board Resolution No. 14-024 approving a \$305,407 Agreement regarding expenditure of excess bond proceeds between the City of Concord and the Successor Agency for the Redevelopment Agency of the City of Concord.**  
**September 22, 2014**  
Page 3

Santos Plaza with LED decorative string lights. The estimated cost for this project is \$132,000. Staff proposes that this cost be paid from redevelopment bond proceeds.

The proposed Agreement will allow the transfer of the remaining \$305,407 in “excess bond proceeds” held by the Successor Agency to the City for use on projects consistent with the bond covenants. After allocation and expenditure of the proposed \$252,000 for the tree light and archway projects, the City will have approximately \$53,407 remaining for expenditure on other projects consistent with the bond covenants.

If Resolution No. 14-024 is adopted by the Oversight Board, then the Agreement for Expenditure of Excess Bond Proceeds will be placed on the Successor Agency’s upcoming ROPS 14-15B. Once the Oversight Board approves ROPS 14-15B, it will be sent to DOF for its review and approval. If the ROPS is approved by DOF, funds for eligible City projects would be available come January 2015.

**Fiscal Impact**

Approving Resolutions No. 14-024 would allow the use of \$305,407 from former Redevelopment Agency bond proceeds for stated projects.

**Public Contact**

The agenda was posted in accordance with the Brown Act posting requirements.

**Recommendation**

Staff recommends approving Resolution No. 14-024 authorizing the execution of the Agreement Regarding Expenditure of Excess Bond Proceeds of \$305,407 between the City of Concord and the Successor Agency for the Redevelopment Agency of the City of Concord.

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Prepared by: John Montagh  
Economic Development and Housing Manager  
[john.montagh@cityofconcord.org](mailto:john.montagh@cityofconcord.org)

- |                  |   |
|------------------|---|
| Attachment No.1  | Agreement Regarding Expenditure of Excess Bond Proceeds |
| Attachment No. 2 | Resolution No. 14-024                                   |

**AGREEMENT REGARDING  
EXPENDITURE OF EXCESS BOND PROCEEDS**

This Agreement Regarding Expenditure of Excess Bond Proceeds (this “**Agreement**”) is entered into effective as of September 9, 2014 (“**Effective Date**”) by and between the Successor Agency City of Concord (“**Successor Agency**”) and the City of Concord, a municipal corporation (“**City**”). The Successor Agency and the City are hereinafter collectively referred to as the “**Parties.**”

R E C I T A L S

A. Pursuant to authority granted under Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (“**CRL**”), the former Redevelopment Agency of the City of Concord (“**Redevelopment Agency**”) had responsibility to implement the Central Concord Redevelopment Plan (“**Redevelopment Plan**”) in the Central Concord Redevelopment Project Area (the “**Project Area**”), originally approved by Ordinance No. 991 adopted on November 25, 1974 by the City Council of the City of Concord(the “**City Council**”).

B. Pursuant to Resolution No. 85-352 adopted by the Redevelopment Agency on November 19, 1985 (“**1985 Resolution**”), the Redevelopment Agency issued its Central Concord Redevelopment Project Tax Allocation Bonds, Series 1985 in the total original principal amount of \$72,180,000 (“**1985 Bonds**”).

C. Pursuant to Resolution No. 88-408 adopted by the Redevelopment Agency on May 10, 1988 (“**1988 Resolution**,” and together with the 1985 Resolution, “**Bond Resolutions**”), the Redevelopment Agency issued its Central Concord Redevelopment Project Tax Allocation Bonds, Series 1988-1, Series 1988-2 and Series 1988-3 (collectively, “**1988 Bonds**,” and together with the 1985 Bonds, “**Bonds**”) in the total original principal amount of \$92,422,662.59.

D. Pursuant to the Bond Resolutions, proceeds from the sale of the Bonds are required to be used solely for the purposes of redevelopment and in compliance with the requirements of the federal Tax Code further provided in the Tax Certificate executed by the Redevelopment Agency in connection with issuance of the Bonds, as further described in the Official Statements for the Bonds (collectively, “**Official Statements**”). The Bond Resolutions and Official Statements are on file with the City Clerk of the City of Concord.

E. Pursuant to Resolution No. 12-5 adopted by the City Council on January 24, 2012, the City agreed to serve as the Successor Agency to the Redevelopment Agency commencing on February 1, 2012 pursuant to Assembly Bill x1 26 (“**AB 26**”).

F. On August 7, 2013 the Department of Finance issued a finding of completion to the Successor Agency.

G. Health and Safety Code Section 34191.4(c) provides that a successor agency that has been issued a finding of completion by the Department of Finance may use proceeds of bonds issued before December 31, 2010 for the purposes for which the bonds were sold. Further, the Successor Agency may designate the use of and commit indebtedness obligation

proceeds that were derived from bonds issued for redevelopment purposes on or before December 31, 2010, and that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule (“**ROPS**”) and that are consistent with the bond obligation covenants (hereafter, “**Excess Bond Proceeds**”).

H. Health and Safety Code Section 34191.4(c) further provides that the expenditure of Excess Bond Proceeds must be listed separately on the ROPS.

I. The Redevelopment Plan provided for the installation of public improvements, including street lighting and landscape improvements, within the Project Area.

J. Now that the Successor Agency has received its Finding of Completion, the Parties desire to enter into this Agreement to allow the Successor Agency to transfer the Excess Bond Proceeds to the City and to require the City to use the Excess Bond Proceeds for the purposes identified in and consistent with the Bonds covenants, the Redevelopment Plan and the requirements of the CRL.

K. The execution of this Agreement was approved by the City Council acting in its capacity as the governing board of the City and in its capacity as the governing board of the Successor Agency by resolutions adopted on September 9, 2014.

L. The execution of this Agreement by the Successor Agency was approved by the Oversight Board by resolution adopted on \_\_\_\_\_, 2014.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises herein contained, the Parties hereby agree as follows.

A G R E E M E N T

1. Incorporation of Recitals. The Parties acknowledge the truth of the foregoing Recitals which by this reference are incorporated into this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date, and shall continue in effect until the date that all Excess Bond Proceeds are expended in accordance with the requirements of this Agreement.

3. Use of Excess Bond Proceeds. The City agrees that it shall use the Excess Bond Proceeds solely for the purposes identified in Recital I above, the projects identified in this Section 3, or, as determined by the City Council, for other infrastructure projects consistent with the Bonds covenants. Among other projects, the City agrees to use the Excess Bond Proceeds for the following projects: (a) the Todos Santos Plaza Archway Project, consisting of the installation of two archway structures over the pedestrian entrance walkways to Todos Santos Plaza, and (b) the Todos Santos Plaza Decorative Tree Lights Project, consisting of removal of existing nonfunctional tree lights located within the tree canopy and related appurtenances in 24 trees surrounding the Plaza and their replacement with LED decorative street lights.

4. Transfer of Excess Bond Proceeds. Within 120 days of the execution of this Agreement, the Successor Agency shall transfer the remaining Excess Bond Proceeds to the

City, and the City shall deposit such funds into an Excess Bond Proceeds Fund for City's use solely in accordance with the terms, conditions, and purposes set forth in this Agreement. Funds deposited into an Excess Bond Proceeds Fund shall not be commingled with any City funds. As of the Effective Date, the amount of Excess Bond Proceeds equals the sum of Three Hundred and Five Thousand Four hundred and Seven and 00/100 Dollars (\$305,407.00).

5. Bi-annual Report to Successor Agency. City shall provide Successor Agency and Oversight Board with a bi-annual written statement identifying the amount of Excess Bond Proceeds expended in the January through June and July through December six-month periods, the date of the expenditure, and a brief description of the projects funded with the Excess Bond Proceeds.

6. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of City in connection with the issuance of approvals and entitlements for the projects described in this Agreement, including without limitation, the undertaking and completion of any required environmental review pursuant to CEQA and NEPA, as applicable, and the review and approval of plans and specifications.

7. Severability. If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

8. No Third-Party Beneficiaries; Assignments. Nothing in this Agreement is intended to create any third-party beneficiaries to this Agreement, and no person or entity other than the Successor Agency and the City, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

9. Further Assurances. Each Party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of the transactions contemplated by this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

12. Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed by the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the date first written above.

**CITY:**

City of Concord

By: \_\_\_\_\_

Tim Grayson, Mayor

**SUCCESSOR AGENCY:**

City of Concord Successor Agency

By: \_\_\_\_\_

Valerie Barone, City Manager  
City of Concord

**ATTEST:**

By: \_\_\_\_\_

Mary Rae Lehman, City Clerk

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_, Oversight  
Board Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Mark Coon  
City Attorney

**BEFORE THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY  
CITY OF CONCORD  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Approving an Agreement regarding  
expenditure of excess bond proceeds.**

**Resolution No. 14-024**

**WHEREAS**, the Redevelopment Dissolution Law (AB1x 26, enacted June 28, 2011, as amended by AB 1484, enacted June 27, 2012) provided for creation of the Successor Agency (“Successor Agency”) to the former Redevelopment Agency of the City of Concord ("Redevelopment Agency") and required the Successor Agency to expeditiously wind down the affairs of the Redevelopment Agency as directed by the oversight board created pursuant to Section 34179 of the California Health and Safety Code (“Oversight Board”); and

**WHEREAS**, following the successful completion of certain statutory prerequisites, the Successor Agency received a Finding of Completion from the State of California Department of Finance by letter dated August 7, 2013; and

**WHEREAS**, Health and Safety Code Section 34191.4(c) provides that once a finding of completion has been issued by the Department of Finance, the successor agency is authorized to use bond proceeds for the purposes for which the bonds were sold; and

**WHEREAS**, the Successor Agency may designate the use of and commit indebtedness obligation proceeds that were derived from indebtedness issued for redevelopment purposes on or before December 31, 2010, and that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule (“ROPS”) and that are consistent with the indebtedness obligation covenants (hereafter, “Excess Bond Proceeds”); and

**WHEREAS**, the Redevelopment Agency issued its Central Concord Redevelopment Project Tax Allocation Bonds, Series 1985 (the “1985 Bonds”) in the total original principal amount of \$72,180,000; and

**WHEREAS**, the 1985 Bonds were issued pursuant to Resolution No. 85-352 adopted November 19, 1985 (the “1985 Resolution”); and

1           **WHEREAS**, the Redevelopment Agency issued its Central Concord Redevelopment Project  
2 Tax Allocation Bonds, Series 1988-1, Series 1988-2 and Series 1988-3 (collectively, the “1988  
3 Bonds”) in the total original principal amount of \$92,422,662.59; and

4           **WHEREAS**, the 1988 Bonds were issued pursuant to Resolution No. 88-408 adopted May 10,  
5 1988 (the “1988 Resolution”); and

6           **WHEREAS**, the 1985 Resolution and the 1988 Resolution require, respectively, that the 1985  
7 Bonds and the 1988 Bonds (collectively, “Bonds”) proceeds be expended for redevelopment purposes  
8 and in compliance with federal Tax Code requirements, as further described in the Official Statements  
9 for the Bonds; and

10           **WHEREAS**, there are approximately \$305,407 in Excess Bond Proceeds from the issuances  
11 of the Bonds remaining; and

12           **WHEREAS**, the Successor Agency and the City desire that the City use the Excess Bond  
13 Proceeds for the following projects: (a) the Todos Santos Plaza Archway Project, consisting of the  
14 installation of two archway structures over the pedestrian entrance walkways to Todos Santos Plaza,  
15 (b) the Todos Santos Plaza Decorative Tree Lights Project, consisting of removal of existing  
16 nonfunctional tree lights located within the tree canopy and related appurtenances in 24 trees  
17 surrounding the Plaza and their replacement with LED decorative street lights, and (c) other projects  
18 consistent with the Bonds covenants and the requirements of the Community Redevelopment Law;  
19 and

20           **WHEREAS**, the Successor Agency desires to enter into an agreement with the City to allow  
21 the Successor Agency to transfer the remaining Excess Bond Proceeds to the City and to require the  
22 City to use the Excess Bond Proceeds for such projects.

23           **NOW, THEREFORE, THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY**  
24 **CITY OF CONCORD DOES RESOLVE AS FOLLOWS:**

25           **Section 1.** The Oversight Board hereby finds that the facts set forth in the recitals to this  
26 Resolution are true and correct, and establish the factual basis for the Oversight Board’s adoption of  
27 this Resolution.  
28



**AGREEMENT REGARDING  
EXPENDITURE OF EXCESS BOND PROCEEDS**

This Agreement Regarding Expenditure of Excess Bond Proceeds (this “**Agreement**”) is entered into effective as of September 9, 2014 (“**Effective Date**”) by and between the Successor Agency City of Concord (“**Successor Agency**”) and the City of Concord, a municipal corporation (“**City**”). The Successor Agency and the City are hereinafter collectively referred to as the “**Parties.**”

R E C I T A L S

A. Pursuant to authority granted under Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (“**CRL**”), the former Redevelopment Agency of the City of Concord (“**Redevelopment Agency**”) had responsibility to implement the Central Concord Redevelopment Plan (“**Redevelopment Plan**”) in the Central Concord Redevelopment Project Area (the “**Project Area**”), originally approved by Ordinance No. 991 adopted on November 25, 1974 by the City Council of the City of Concord(the “**City Council**”).

B. Pursuant to Resolution No. 85-352 adopted by the Redevelopment Agency on November 19, 1985 (“**1985 Resolution**”), the Redevelopment Agency issued its Central Concord Redevelopment Project Tax Allocation Bonds, Series 1985 in the total original principal amount of \$72,180,000 (“**1985 Bonds**”).

C. Pursuant to Resolution No. 88-408 adopted by the Redevelopment Agency on May 10, 1988 (“**1988 Resolution**,” and together with the 1985 Resolution, “**Bond Resolutions**”), the Redevelopment Agency issued its Central Concord Redevelopment Project Tax Allocation Bonds, Series 1988-1, Series 1988-2 and Series 1988-3 (collectively, “**1988 Bonds**,” and together with the 1985 Bonds, “**Bonds**”) in the total original principal amount of \$92,422,662.59.

D. Pursuant to the Bond Resolutions, proceeds from the sale of the Bonds are required to be used solely for the purposes of redevelopment and in compliance with the requirements of the federal Tax Code further provided in the Tax Certificate executed by the Redevelopment Agency in connection with issuance of the Bonds, as further described in the Official Statements for the Bonds (collectively, “**Official Statements**”). The Bond Resolutions and Official Statements are on file with the City Clerk of the City of Concord.

E. Pursuant to Resolution No. 12-5 adopted by the City Council on January 24, 2012, the City agreed to serve as the Successor Agency to the Redevelopment Agency commencing on February 1, 2012 pursuant to Assembly Bill x1 26 (“**AB 26**”).

F. On August 7, 2013 the Department of Finance issued a finding of completion to the Successor Agency.

G. Health and Safety Code Section 34191.4(c) provides that a successor agency that has been issued a finding of completion by the Department of Finance may use proceeds of bonds issued before December 31, 2010 for the purposes for which the bonds were sold. Further, the Successor Agency may designate the use of and commit indebtedness obligation

proceeds that were derived from bonds issued for redevelopment purposes on or before December 31, 2010, and that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule (“**ROPS**”) and that are consistent with the bond obligation covenants (hereafter, “**Excess Bond Proceeds**”).

H. Health and Safety Code Section 34191.4(c) further provides that the expenditure of Excess Bond Proceeds must be listed separately on the ROPS.

I. The Redevelopment Plan provided for the installation of public improvements, including street lighting and landscape improvements, within the Project Area.

J. Now that the Successor Agency has received its Finding of Completion, the Parties desire to enter into this Agreement to allow the Successor Agency to transfer the Excess Bond Proceeds to the City and to require the City to use the Excess Bond Proceeds for the purposes identified in and consistent with the Bonds covenants, the Redevelopment Plan and the requirements of the CRL.

K. The execution of this Agreement was approved by the City Council acting in its capacity as the governing board of the City and in its capacity as the governing board of the Successor Agency by resolutions adopted on September 9, 2014.

L. The execution of this Agreement by the Successor Agency was approved by the Oversight Board by resolution adopted on \_\_\_\_\_, 2014.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises herein contained, the Parties hereby agree as follows.

A G R E E M E N T

1. Incorporation of Recitals. The Parties acknowledge the truth of the foregoing Recitals which by this reference are incorporated into this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date, and shall continue in effect until the date that all Excess Bond Proceeds are expended in accordance with the requirements of this Agreement.

3. Use of Excess Bond Proceeds. The City agrees that it shall use the Excess Bond Proceeds solely for the purposes identified in Recital I above, the projects identified in this Section 3, or, as determined by the City Council, for other infrastructure projects consistent with the Bonds covenants. Among other projects, the City agrees to use the Excess Bond Proceeds for the following projects: (a) the Todos Santos Plaza Archway Project, consisting of the installation of two archway structures over the pedestrian entrance walkways to Todos Santos Plaza, and (b) the Todos Santos Plaza Decorative Tree Lights Project, consisting of removal of existing nonfunctional tree lights located within the tree canopy and related appurtenances in 24 trees surrounding the Plaza and their replacement with LED decorative street lights.

4. Transfer of Excess Bond Proceeds. Within 120 days of the execution of this Agreement, the Successor Agency shall transfer the remaining Excess Bond Proceeds to the

City, and the City shall deposit such funds into an Excess Bond Proceeds Fund for City's use solely in accordance with the terms, conditions, and purposes set forth in this Agreement. Funds deposited into an Excess Bond Proceeds Fund shall not be commingled with any City funds. As of the Effective Date, the amount of Excess Bond Proceeds equals the sum of Three Hundred and Five Thousand Four hundred and Seven and 00/100 Dollars (\$305,407.00).

5. Bi-annual Report to Successor Agency. City shall provide Successor Agency and Oversight Board with a bi-annual written statement identifying the amount of Excess Bond Proceeds expended in the January through June and July through December six-month periods, the date of the expenditure, and a brief description of the projects funded with the Excess Bond Proceeds.

6. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of City in connection with the issuance of approvals and entitlements for the projects described in this Agreement, including without limitation, the undertaking and completion of any required environmental review pursuant to CEQA and NEPA, as applicable, and the review and approval of plans and specifications.

7. Severability. If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

8. No Third-Party Beneficiaries; Assignments. Nothing in this Agreement is intended to create any third-party beneficiaries to this Agreement, and no person or entity other than the Successor Agency and the City, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

9. Further Assurances. Each Party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of the transactions contemplated by this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

12. Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed by the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the date first written above.

**CITY:**

City of Concord

By: \_\_\_\_\_

Tim Grayson, Mayor

**SUCCESSOR AGENCY:**

City of Concord Successor Agency

By: \_\_\_\_\_

Valerie Barone, City Manager  
City of Concord

**ATTEST:**

By: \_\_\_\_\_

Mary Rae Lehman, City Clerk

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_, Oversight  
Board Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Mark Coon  
City Attorney

**REPORT TO OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY  
FOR THE REDEVELOPMENT AGENCY OF THE CITY OF CONCORD**

DATE: September 22, 2014

**SUBJECT: Adopt Resolution No. 14-025 approving the Recognized Obligation Payment Schedule (14-15B) for January 1, 2015 through June 30, 2015 of the Redevelopment Agency of the City of Concord Successor Agency.**

**Report in Brief**

The Oversight Board is required to review and take action on the Recognized Obligation Payment Schedule 14-15B of the Redevelopment Agency of the City of Concord Successor Agency for the January 1 through June 30, 2015 time period. Staff is requesting the Board to approve ROPS 14-15B (Attachment 1). Once approved by the Oversight Board, the Successor Agency will forward the approved ROPS to the Department of Finance (DOF), State Auditor Controller, County Administrator and County Auditor Controller for these agencies respective review by October 3, 2014. If approved by the DOF, ROPS 14-15B will be in place for the Successor Agency to make payments on agreements and other enforceable obligations of the former Redevelopment Agency for that period of time.

Staff is recommending that the Oversight Board hear the report and adopt Resolution No. 14-025 (Attachment 2) approving ROPS 14-15B for the period from January 1 through June 30, 2015.

**Background**

On February 1, 2012, redevelopment agencies throughout the state were dissolved pursuant to Assembly Bill 1X 26. All of the non-housing assets and obligations of the former Redevelopment Agency of the City of Concord were transferred by operation of law to the Successor Agency of the City of Concord. Health and Safety Section 34179 provides for establishment of an Oversight Board to oversee the closeout and wind down of the former redevelopment agency.

On June 27, 2012, the Governor signed into law AB 1484 which modified the dissolution law affecting the winding down of redevelopment agencies throughout the State. As part of this new law, successor agencies are required to submit an Oversight Board approved ROPS to the DOF essentially three months ahead of the each ROPS period for DOF's review. The DOF has 45 days to review the Oversight Board approved ROPS and make its determination of the enforceable obligations, obligation amounts and funding sources of the enforceable obligation no later than 45 days after the ROPS is submitted.

**Adopt Resolution No. 14-025 approving the Recognized Obligation Payment Schedule  
(14-15B) for January 1, 2015 through June 30, 2015 of the Redevelopment  
Agency of the City of Concord Successor Agency.  
September 22, 2014  
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**Discussion**

The Successor Agency is responsible for administering the payments appearing on the proposed ROPS, subject to the approval of the Oversight Board, which is charged with approving ROPS.

**ROPS Overview:**

ROPS 14-15B shows enforceable obligations for the specific reporting period (January 1 through June 30, 2015) and shows actual expenditures for ROPS 13-14B (period of January 1 through June 30, 2014) versus amount received. This reconciliation provides DOF the opportunity to withhold certain amount of funds for ROPS 14-15B equal to the amount of funds that have not been spent during ROPS 13-14B. The following summarizes ROPS 14-15B:

- ROPS Reconciliation: The Successor Agency received \$6,057,289 in Redevelopment Property Tax Trust Fund (RPTTF) for the ROPS 13-14B period of January 1 through June 30, 2014. The amount actually spent during the period was \$6,018,316 for Successor Agency obligations. A \$38,973 surplus of ROPS 13-14B funds will be applied to ROPS 14-15B obligations. The surplus essentially resulted from over estimation of payment to EQR Concord LCC.
- ROPS 14-15B shows a total of \$6,195,646 in estimated obligations to be paid from Redevelopment Property Tax Trust Fund (RPTTF). The total amount of RPFPT being requested is \$6,156,673 (\$6,195,646 - \$38,973 in surplus funds).
- Successor Agency administration expenses \$102,325 for the period.

As with the previous resolutions approving ROPS, the proposed resolution directs staff to cooperate with DOF to the extent necessary to obtain DOF's acceptance of ROPS 14-15B. This includes, if necessary, making modifications to ROPS 14-15B determined by the City Manager acting as the Successor Agency's Executive Director to be reasonable and financially feasible to meet its legally required financial obligations.

**Public Contact**

The agenda was posted. The report was sent to the Department of Finance, Contra Costa County Administrative Officer, and County Auditor-Controller.

**Adopt Resolution No. 14-025 approving the Recognized Obligation Payment Schedule  
(14-15B) for January 1, 2015 through June 30, 2015 of the Redevelopment  
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**Recommendation**

Staff recommends that the Oversight Board hear staff's presentation of ROPS 14-15B, take public comments, make comments and adopt Resolution No. 14-025 approving ROPS 14-15B and direct staff to submit the ROPS to the Department of Finance and other agencies as required.

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Prepared by: John Montagh  
Economic Development and Housing Manager  
[john.montagh@cityofconcord.org](mailto:john.montagh@cityofconcord.org)

Attachment No. 1      ROPS 14-15B January 1 through June 30, 2015  
Attachment No.2      Resolution No. 14-025

**Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary**

Filed for the January 1, 2015 through June 30, 2015 Period

**Name of Successor Agency:** Concord  
**Name of County:** Contra Costa

<b>Current Period Requested Funding for Outstanding Debt or Obligation</b>		<b>Six-Month Total</b>
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding</b>		
<b>A</b>	<b>Sources (B+C+D):</b>	<b>\$ 802,426</b>
B	Bond Proceeds Funding (ROPS Detail)	305,338
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	497,088
<b>E</b>	<b>Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 6,195,646</b>
F	Non-Administrative Costs (ROPS Detail)	6,093,321
G	Administrative Costs (ROPS Detail)	102,325
<b>H</b>	<b>Current Period Enforceable Obligations (A+E):</b>	<b>\$ 6,998,072</b>

<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
I	Enforceable Obligations funded with RPTTF (E):	6,195,646
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(38,973)
<b>K</b>	<b>Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 6,156,673</b>

<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
L	Enforceable Obligations funded with RPTTF (E):	6,195,646
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
<b>N</b>	<b>Adjusted Current Period RPTTF Requested Funding (L-M)</b>	<b>6,195,646</b>

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 14-15B) - ROPS Detail**  
**January 1, 2015 through June 30, 2015**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K					O	P
										Funding Source						
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF			
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	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total	
								\$ 77,605,712		\$ 305,338	\$ -	\$ 497,088	\$ 6,093,321	\$ 102,325	\$ 6,998,072	
1	2004 Tax Allocation Bonds	Bonds Issued On or Before	6/26/2005	7/1/2025	Bank of New York	Refunding Bonds for non-housing	1	51,486,923	N				5,461,889		5,461,889	
3	2001 Lease Revenue Bonds	Revenue Bonds Issued On or Before 12/31/10	6/23/2005	3/1/2023	Bank of New York	Bonds for construction of Parking Structure	1	6,685,975	N				610,166		610,166	
4	2010 Refunding Lease	Revenue Bonds Issued On or Before 12/31/10	7/2/2005	9/1/2019	Bank of America	Refinance part of 1993 Lease Revenue Bonds - Police Facility	1	2,896,406	N			25,516	21,266		46,782	
5	State of California HELP Loan	Third-Party Loans	3/1/2004	3/1/2014	California Housing Finance Agency	Provided funding for affordable housing	1	-	Y						-	
6	Disposition and Development Agreement	OPA/DDA/Construction	11/14/2000	6/30/2027	EQR (2000) Concord, LLC	Tax Increment Reimbursement	1	5,953,558	N			374,221	-		374,221	
7	Loan Agreement (1)	Business Incentive Agreements	7/23/2002	7/11/2019	Fry's Electronics	Loan Payment	1		N						-	
9	Property Taxes (1)	Property Maintenance	7/1/2013	7/1/2025	Contra Costa County	Annual Assessment District Taxes	1	26,104	N				-		-	
10	Art in Public Places Project	Improvement/Infrastructure	7/1/2013	7/1/2025	City of Concord	Art in the City per bond covenant: Downtown Pedestrian Archways; Landscape & Lighting Improvements	1	305,338	N	305,338					305,338	
18	Housing Set Aside Deficit Reduction Plan	SERAF/ERAF	7/1/2013	7/1/2025	City of Concord	housing set aside deficit pursuant to CRL Section 33334.6	1	9,495,937	N						-	
19	Property Maintenance	Property Maintenance	7/1/2014	6/30/2015	Cagwin & Dorward	Property maintenance funds for RDA owned property	1	9,420	N			5,360	-		5,360	
21	Successor Agency Staffing	Admin Costs	7/1/2014	6/30/2015	City of Concord	Reimburse Payroll Costs	All	213,604	N					82,325	82,325	
22	SA Support Services and Operations	Admin Costs	7/1/2014	6/30/2015	Various	City Support Services	All	16,259	N						-	
23	Other	Admin Costs	7/1/2014	6/30/2015	Various	Legal and financial consultants, fiscal agent fees, arbitrage calculations, audit, etc.	All	27,301	N					20,000	20,000	
24	Adjustment	Admin Costs	7/1/2014	6/30/2015	NONE	Adjust to meet 3% threshold	All		N						-	
27	Annual OPEB Unfunded Liability	Unfunded Liabilities	7/1/2014	6/30/2015	CERBT	Former RDA's prorated share of Annual Unfunded Liability	All	430,237	N			33,341	-		33,341	
28	Debt Refinancing	Professional Services	5/22/2014	11/30/2014	Keyser Marston Associates	2004 TAB Refinancing	1	29,000	N			29,000	-		29,000	
29	Debt Refinancing	Professional Services	7/30/2014	6/30/2015	Standard & Poor's Rating Services	2004 TAB Refinancing Rating Services	1	28,000	N			28,000	-		28,000	
30	Property Maintenance	Property Maintenance	7/1/2014	6/30/2015	Long & Taylor Landscaping	Landscaping Maintenance	1	1,650	N			1,650	-		1,650	
31									N						-	
32									N						-	
33									N						-	
34									N						-	
35									N						-	
36									N						-	
37									N						-	
38									N						-	
39									N						-	
40									N						-	
41									N						-	
42									N						-	
43									N						-	
44									N						-	
45									N						-	
46									N						-	
47									N						-	
48									N						-	
49									N						-	
50									N						-	
51									N						-	
52									N						-	

**Recognized Obligation Payment Schedule (ROPS 14-15B) - 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. For tips on how to complete the Report of Cash Balances Form, see [https://rad.dof.ca.gov/rad-sa/pdf/Cash\\_Balance\\_Agency\\_Tips\\_Sheet.pdf](https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf).

A	B	C	D	E	F	G	H	I
Cash Balance Information by ROPS Period		Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
<b>ROPS 13-14B Actuals (01/01/14 - 06/30/14)</b>								
1	Beginning Available Cash Balance (Actual 01/01/14)	290,750		40,635	1,000,000	309,323	140,029	
2	Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014	14,657				602,700	6,057,289	
3	Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q			40,635	1,000,000	297,932	6,158,345	
4	Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B							
5	ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S			No entry required			38,973	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	305,407	-	-	-	614,091	-	
<b>ROPS 14-15A Estimate (07/01/14 - 12/31/14)</b>								
7	Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	305,407	-	-	-	614,091	38,973	
8	Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014						2,008,709	
9	Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)						1,159,961	
10	Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A					117,003	854,086	
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	305,407	-	-	-	497,088	33,635	



**BEFORE THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY  
CITY OF CONCORD  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Approving the Recognized  
Obligation Payment Schedules of the Oversight  
Board for the Redevelopment Agency of the City of  
Concord Successor Agency for the Period January 1 –  
June 30, 2015**

**Resolution No. 14-025**

**WHEREAS**, Section 34177(1)(2) of the Health and Safety Code requires the Successor Agency to the Redevelopment Agency of the City of Concord (“Successor Agency”) to submit to the State Department of Finance (“DOF”), the State Controller, and the Contra Costa County Auditor-Controller (“County Auditor”) for review, a Recognized Obligation Payment Schedule for the period January 1 through June 30, 2015 (“ROPS”) that has been reviewed and approved by the Oversight Board for the Successor Agency of the Redevelopment Agency of the City of Concord (“Board”); and

**WHEREAS**, Section 34177(m) of the Health and Safety Code requires that the ROPS be submitted, after approval by the Board, no later October 3, 2014; and

**WHEREAS**, Successor Agency staff prepared a ROPS for this period and submitted it to the Board for review and approval, and at the same time provided a copy of the 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); and

**WHEREAS**, on September 22, 2014, the Oversight Board approved the ROPS and directed Successor Agency staff 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).

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

**Section 1.** The Recognized Obligation Payment Schedule for the period January 1 – June 30, 2015, 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,

1 the State Controller and the County Auditor, and post the amended ROPS on the Successor Agency's  
2 website in accordance with Health and Safety Code Section 34177(1)(2)(C), and to cooperate with  
3 DOF to the extent necessary to obtain DOF's acceptance of the amended ROPS, including, if  
4 necessary, making modifications to the ROPS determined by the Successor Agency's City Manager to  
5 be reasonable and financially feasible to meet its legally required financial obligations.

6 **Section 3.** This resolution shall become effective immediately upon its passage and adoption.

7 **PASSED AND ADOPTED** by the Oversight Board for the Successor Agency City of  
8 Concord on September 22, 2014, by the following vote:

9 **AYES:** Board Members –

10 **NOES:** Board Members -

11 **ABSTAIN:** Board Members -

12 **ABSENT:** Board Members –

13 **I HEREBY CERTIFY** that the foregoing Resolution No. 14-025 was duly and regularly  
14 adopted at a meeting of the Oversight Board for the Successor Agency City of Concord on  
15 September 22, 2014.

16  
17  
18 \_\_\_\_\_  
Mary Rae Lehman, CMC  
City Clerk

19 **APPROVED AS TO FORM:**

20 \_\_\_\_\_  
21 Mark S. Coon  
City Attorney

22  
23 Attachment: ROPS 14-15B January 1 through June 30, 2015  
24  
25  
26  
27  
28