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**AGENDA**  
**SPECIAL MEETING OF THE OVERSIGHT BOARD FOR THE**  
**REDEVELOPMENT AGENCY OF THE CITY OF CONCORD**  
**SUCCESSOR AGENCY**  
**Wednesday, September 30, 2015**  
**10:00a.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 APRIL 22, 2014 MEETING MINUTES**

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

**A. Adopt Resolution No. 15-031 approving Successor Agency Agreements with Smyer and Krauss Appraisals LCC, for appraisal of Successor Agency properties.**

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

**A. Adopt Resolution No. 15-030 approving the Recognized Obligation Payment Schedule (15-16B) for the period of January 1, 2016 through June 30, 2016 of the Successor Agency to the Redevelopment Agency of the City of Concord.**

**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 AGENDA**  
**ANNUAL MEETING OF THE OVERSIGHT BOARD FOR THE**  
**REDEVELOPMENT AGENCY OF THE CITY OF CONCORD**  
**SUCCESSOR AGENCY**  
**Wednesday, April 22, 2015**  
**9:00 a.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** – G. Bjerke, P. Garcia, D. Allen, K. Mitchoff and J. Ryan present; G. Sawyer and H. Jenkins absent.
- II. 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.)
- III. APPROVAL OF FEBRUARY 24, 2015 MEETING MINUTES**
- ACTION:** Minutes approved (5-0; Sawyer and Jenkins absent)
- IV. OVERSIGHT BOARD CONSIDERATION ITEMS:**
- A. CONSIDERATION OF ELECTION OF OVERSIGHT BOARD CHAIRPERSON AND VICE CHAIRPERSON– REPORT BY JOHN MONTAGH**
- John Montagh, Economic Development and Housing Manager, gave way to current Chairman of the Board, Guy Bjerke, to lead a discussion determining election of a new Chair and Vice-Chair of the Board.
- ACTION:** Board voted (5-0) to reinstate current Chairman Guy Bjerke and to elect new Vice-Chairman Dick Allen to serve in that capacity until the expected dissolution of the board in July 2016.
- B. ADOPTING RESOLUTION 15-029 APPROVING A PAYMENT SCHEDULE CONCERNING REPAYMENT OF AFFORDABLE SET ASIDE FUNDS AS ALLOWED BY REPAYMENT SCHEDULE ROPS 15-16B – REPORT BY JOHN MONTAGH**

John Montag, Economic Development and Housing Manager presented consideration of a payment schedule concerning the payment of affordable housing set aside funding in the amount of \$9.4 million in repayment of a 20% tax allocation proposal entitled “A Housing Set-Aside Deficit Reduction Plan” otherwise known as Resolution No. 92-514 (Attachment 1) adopted on November 24, 1992 by the Redevelopment Agency of the City of Concord. The payment plan for consideration of the board, (Attachment 2) is asked to be considered as part of scheduled ROPS 15-16B.

**ACTION:** Resolution No. 15-029 “Approving a Payment Schedule Concerning Repayment of Affordable Set-Aside Funds as Allowed by Repayment Schedule ROPS 15-16B” Adopted (5-0)

**V. ADJOURNMENT** – Meeting adjourned at 9:17 am

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## NOTICE TO PUBLIC

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### ROUTINE AGENDA ITEMS AND CONTINUED ITEMS

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

DATE: September 30, 2015

**SUBJECT: ADOPT RESOLUTION NO. 15-031 APPROVING A SUCCESSOR AGENCY AGREEMENT WITH SMYER & KRAUSS APPRASALS LCC FOR APPRAISING SUCCESSOR AGENCY PROPERTIES AS PART OF THE DISPOSITION OF PROPERTIES ASSOCIATED WITH THE LONG RANGE PROPERTY MANAGEMENT PLAN.**

**Report in Brief**

The Successor Agency of the Redevelopment Agency of the City of Concord requires appraisal services to determine market values of certain properties it owns as part of the disposition process outlined in its proposed Long Range Property Management Plan (LRPMP).

The Successor Agency is in the process of seeking approval of its LRPMP from Department of Finance. Once approved, Successor Agency staff would begin the process of selling certain properties for development or as a straight sale to a new owner. In order to determine fair market value of certain properties, appraisal service may be needed.

Smyer and Krauss Appraisals LCC is a long standing firm that the City of Concord and former Redevelopment Agency of the City of Concord has used in the past for appraising properties. Staff has budgeted \$10,000 for appraisal services in the proposed ROPS 15-16B period. Staff anticipates appraising three properties during this period. The proposed agreement (Attachment 1) is attached to this report for your review.

Staff recommends adopting Resolution No. 15-031 (Attachment 2) authorizing Successor Agency to enter into a professional service agreement with Smyer and Krauss LCC in the amount of \$10,000.

**Background**

The California State Department of Finance (DOF) is still reviewing the Successor Agency's LRPMP that governs the disposition of all 14 properties owned by the former Redevelopment Agency of the City of Concord. The Oversight Board had approved the LRPMP at its February 2014 meeting but DOF had changes and additions to the LRPMP. These changes have been made and staff is currently awaiting DOF courtesy review of the LRPMP before bringing the LRPMP back to the Oversight Board for its approval of the revised LRPMP.

**ADOPT RESOLUTION NO. 15-031 APPROVING A SUCCESSOR AGENCY  
AGREEMENT WITH SMYER & KRAUSS APPRASALS LCC FOR APPRAISING  
SUCCESSOR AGENCY PROPERTIES**

**September 30, 2015**

Page 2

Staff anticipates a final approval of the LRPMP by Oversight Board and DOF by the end of the year. Once approved staff will begin implementing the LRPMP which will require appraisal and other related services to sell and dispose of property.

**Discussion**

In order for Successor Agency staff to begin to implement the LRPMP, the Successor Agency requires the services of a number of professional services including appraisal services. A recent court case allowed a Successor Agency to place expenses associated with creating the LRPMP on its ROPS. Staff believes it is logical that the cost associated with implementing the LRPMP for the sale of properties should also be allowed to be placed on the ROPS.

**Fiscal Impact**

The cost of the agreement during ROPS 15-16B period is anticipated not to exceed \$10,000.

**Public Contact**

The agenda was posted.

**Recommendation**

Staff recommends adopting Resolution No. 15-031 approving Successor Agency agreement with Smyers and Krauss LCC for appraisal services to implement the LRPMP.

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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      Resolution No. 15-031

Attachment No. 2      Professional Service Agreement

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

**A Resolution Approving A Professional Service  
Agreement for Appraisal Services Associated with the  
Former Redevelopment Agency Properties**

**Resolution No. 15-031**

**WHEREAS**, the Successor Agency of the Redevelopment Agency of the City of Concord (“Successor Agency”) requires appraisal services in order to determine fair market value for certain real properties of the former Redevelopment Agency to dispose of property; and

**WHEREAS**, the Successor Agency is seeking approval of its Long Range Property Management Plan which sets forth that certain properties will be sold; and

**WHEREAS**, ROPS funds are proposed to be authorized for this purpose and represent the minimum amount needed to adequately obtain expert opinion of value for Successor Agency properties; and

**WHEREAS**, the Successor Agency desires to enter into a professional services agreement with Smyers and Krauss LCC authorizing performance of appraisal services in the amount of \$10,000.

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

**Section 1.** That the Successor Agency is authorized to enter professional services agreement between the Successor Agency and Smyer and Krauss authorizing performance of appraisal services in the amount of \$10,000 is hereby approved.

**Section 2.** That the amount payable by the Successor Agency under the agreement set forth in Section 1 shall be included on ROPS 15-16B for the period January 1 to June 30, 2016 as enforceable obligations payable from available redevelopment property tax trust fund monies.

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

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**AGREEMENT FOR PROFESSIONAL SERVICES**

1 THIS AGREEMENT ("Agreement") is entered into on September 24, 2015 between the  
2 Successor Agency to the Redevelopment Agency of the SUCCESSOR AGENCY of Concord (the  
3 "SUCCESSOR AGENCY") and Smyers & Krauss Appraisal LLC, 1839 Ygnacio Valley Road, #171,  
4 Walnut Creek, California 94598 ("CONSULTANT").

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

7 The SUCCESSOR AGENCY desires to contract with CONSULTANT to provide the  
8 professional services described in Section 2 of this Agreement, upon the terms and conditions  
9 hereinafter set forth.

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

12 1. **TERM.** This Agreement shall commence on September 24, 2015 and expire on June  
13 30, 2016

14 A. **Extension of Term.** Upon mutual written agreement by the parties, the term of this  
15 Agreement may be extended for **one additional** period of one year each commencing upon the  
16 expiration of the initial or extended term, subject to the same terms and conditions of this Agreement.  
17 CONSULTANT shall give written notice of its request for extension of the term of the Agreement to  
18 the SUCCESSOR AGENCY's Authorized Representative, as identified in Section 4 below, at least  
19 thirty (30) days prior to expiration of the initial or extended term.

20 The extension(s) of the term of this Agreement shall be subject to a review of  
21 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and  
22 shall be subject to SUCCESSOR AGENCY approval. Such extension of time shall be in writing by a  
23 duly executed Amendment to this Agreement.

24 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by  
25 the SUCCESSOR AGENCY's Authorized Representative, CONSULTANT shall perform the services  
26 described in detail in Exhibit A, Scope of Services. SUCCESSOR AGENCY retains all rights of  
27 approval and discretion with respect to the projects and undertakings contemplated by this Agreement.  
28

1           **3.     PAYMENT.** The compensation to be paid to CONSULTANT including payment for  
2 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit  
3 A. However, shall in no event shall the amount SUCCESSOR AGENCY pays CONSULTANT  
4 exceed five thousand dollars (\$10,000) for the term of this Agreement. Any Amendment to this  
5 Agreement that includes an increase to this compensation amount shall be made in accordance with  
6 Section 5 below.

7           CONSULTANT may submit monthly statements for services rendered; all statements shall  
8 include adequate documentation demonstrating work performed during the billing period. It is  
9 intended that SUCCESSOR AGENCY review such statement and pay CONSULTANT for services  
10 rendered within 30 days of receipt of a statement that meets all requirements of this Agreement.  
11 Payment by SUCCESSOR AGENCY shall not be deemed a waiver of unsatisfactory work, even if  
12 such defects were known to the SUCCESSOR AGENCY at the time of payment.

13           **4.     AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent  
14 SUCCESSOR AGENCY and CONSULTANT in all matters pertaining to the services to be ordered  
15 by SUCCESSOR AGENCY or rendered by CONSULTANT under this Agreement except where  
16 approval for the SUCCESSOR AGENCY is specifically required by the SUCCESSOR AGENCY  
17 Council.     The SUCCESSOR AGENCY's authorized representative is John Montag, Economic  
18 Development & Housing Manager of the Community Development Department.     The  
19 CONSULTANT's authorized representative is James Liberato, business owner.

20           **5.     AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,  
21 subject to approval by both parties. If additional services are requested by SUCCESSOR AGENCY  
22 other than as described in the above Scope of Services, this Agreement may be amended, modified, or  
23 changed by the parties subject to mutual consent and in accordance with the SUCCESSOR  
24 AGENCY's Municipal Code by execution of an Amendment by authorized representatives of both  
25 parties setting forth the additional scope of services to be performed, the performance time schedule,  
26 and the compensation for such services.

1           **A. Amendment for Additional Compensation.** SUCCESSOR AGENCY's  
2 Authorized Representative is authorized to execute amendments to the Agreement on behalf of  
3 SUCCESSOR AGENCY, including amendments providing for additional compensation to  
4 CONSULTANT not to exceed \$50,000 during the fiscal year, including the base contract amount,  
5 throughout the term of this Agreement. Any additional compensation to CONSULTANT that is  
6 \$50,000 or more for the fiscal year, including the base contract amount, must be approved by  
7 SUCCESSOR AGENCY Council.

8           Consultant's failure to secure SUCCESSOR AGENCY's written authorization for additional  
9 compensation or changes to the Scope of Work shall constitute a waiver of any and all right to  
10 adjustment in the price or time due, whether by way of compensation, restitution, quantum meruit, or  
11 similar relief.

12           **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that  
13 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the  
14 SUCCESSOR AGENCY wholly independent contractors. Neither the SUCCESSOR AGENCY nor  
15 any of its officers or employees shall have any control over the manner by which the CONSULTANT  
16 performs this Agreement and shall only dictate the results of the performance. CONSULTANT shall  
17 not represent that CONSULTANT or its agents, employees or subcontractors are agents or employees  
18 of the SUCCESSOR AGENCY, and CONSULTANT shall have no authority, express or implied, to  
19 act on behalf of the SUCCESSOR AGENCY in any capacity whatsoever as an  
20 agent, and shall have no authority, express or implied, to bind the SUCCESSOR AGENCY to any  
21 obligation whatsoever, unless otherwise provided in this Agreement.

22           As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the  
23 SUCCESSOR AGENCY may provide to its employees and all persons, if any, hired by  
24 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed  
25 as employees or agents of the SUCCESSOR AGENCY in any respect. CONSULTANT shall receive  
26 no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty  
27 (40) hours per work week, or work performed during non-standard business hours, such as in the  
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1 evenings or on weekends. CONSULTANT shall not receive a premium or enhanced pay for work  
2 performed on a recognized holiday. CONSULTANT shall not receive paid time off for days not  
3 worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.  
4 CONSULTANT shall pay all taxes, assessments and premiums under the federal Social Security Act,  
5 any applicable unemployment insurance contributions, Workers Compensation insurance premiums,  
6 sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect  
7 and payable by reason of or in connection with the services to be performed by CONSULTANT.

8 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to  
9 SUCCESSOR AGENCY that CONSULTANT is skilled and able to provide such services described  
10 in the Scope of Work and that such services shall be performed in an expeditious manner, and with the  
11 degree of skill and care that is required by current, good, and sound procedures and practices.  
12 CONSULTANT further agrees that the services shall be in conformance with generally accepted  
13 professional standards prevailing at the time work is performed.

14 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other  
15 consultants, subconsultants, experts, or contractors without the prior written approval of the  
16 SUCCESSOR AGENCY. Notwithstanding the foregoing, SUCCESSOR AGENCY shall not be  
17 obligated or liable for payment hereunder to any party other than the CONSULTANT.  
18 CONSULTANT hereby designates the CONSULTANT'S representative as the person primarily  
19 responsible for the day-to-day performance of CONSULTANT'S work under this Agreement.  
20 CONSULTANT shall not change the CONSULTANT'S representative without the prior written  
21 consent of the SUCCESSOR AGENCY. Unless otherwise expressly agreed by the SUCCESSOR  
22 AGENCY, CONSULTANT'S representative shall remain responsible for the quality and timeliness of  
23 performance of the services, notwithstanding any permitted or approved delegation hereunder.

24 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.**  
25 Title to all plans, videos, specifications, maps, estimates, reports, manuscripts, drawings, descriptions  
26 and other final work products compiled by the CONSULTANT under the Agreement shall be vested  
27 in the SUCCESSOR AGENCY, none of which shall be used in any manner whatsoever, by any  
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1 person, firm, corporation, or agency without the expressed written consent of the SUCCESSOR  
2 AGENCY. Basic survey notes and sketches, charts, computations, and other data prepared or  
3 obtained under the Agreement shall be made available, upon request, to the SUCCESSOR AGENCY  
4 without restriction or limitations on their use. CONSULTANT may retain copies of the above-  
5 described information but agrees not to disclose or discuss any information gathered, discussed or  
6 generated in any way through this Agreement without the written permission of SUCCESSOR  
7 AGENCY during the term of this Agreement, unless required by law.

8 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold  
9 harmless the SUCCESSOR AGENCY, its officers, officials, employees, agents and volunteers from  
10 and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all  
11 attorney's fees and other litigation expenses) arising out of the CONSULTANT'S performance under  
12 the terms of this Agreement. This indemnification obligation on CONSULTANT'S part shall not  
13 apply to demands, actions, losses, damages, injuries, and liability arising out of sole negligence or  
14 willful misconduct on the part of SUCCESSOR AGENCY.

15 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in  
16 full force at all times during the term of this Agreement the following insurance:

17 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain  
18 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)  
19 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily  
20 injury, personal injury, and property damage.

21 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile  
22 liability insurance covering all vehicles used in the performance of this Agreement providing a one  
23 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,  
24 and property damage.

25 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT  
26 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions  
27 committed by CONSULTANT, its agents and employees in the performance of this Agreement.

1 The amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made  
2 annual aggregate basis or a combined single limit per occurrence basis.

3 **D. Compliance with State Workers' Compensation Requirements.**

4 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation  
5 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all  
6 times, upon demand of the SUCCESSOR AGENCY, furnish proof that Workers' Compensation  
7 Insurance is being maintained by it in force and effect in accordance with the California Labor Code.  
8 The insurer shall also agree to waive all rights of subrogation against the SUCCESSOR AGENCY,  
9 its officers, officials, employees and volunteers for losses arising from work performed by  
10 CONSULTANT for SUCCESSOR AGENCY. This provision shall not apply upon written  
11 verification by CONSULTANT that CONSULTANT has no employees.

12 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to

13 contain the following provisions:

14 **(1) Additional Insured.** SUCCESSOR AGENCY, its officers, agents,

15 employees, and volunteers are to be covered as an additional insured as respects: Liability arising out  
16 of activities performed by or on behalf of CONSULTANT and operations of CONSULTANT,  
17 premises owned, occupied, or used by CONSULTANT. The coverage shall contain no special  
18 limitations on the scope or protection afforded to SUCCESSOR AGENCY, its officers, officials,  
19 employees, or volunteers.

20 Except for worker's compensation and professional liability insurance, the policies mentioned  
21 in this subsection shall name SUCCESSOR AGENCY as an additional insured and provide for notice  
22 of cancellation to SUCCESSOR AGENCY. CONSULTANT shall also provide timely and prompt  
23 notice to SUCCESSOR AGENCY if CONSULTANT receives any notice of cancellation or  
24 nonrenewal from its insurer.

25 **(2) Primary Coverage.** CONSULTANT'S insurance coverage shall be

26 primary insurance with respect to SUCCESSOR AGENCY, its officers, officials, employees, and  
27 volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by SUCCESSOR  
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1 AGENCY, its officers, officials, employees, or volunteers shall be in excess of CONSULTANT'S  
2 insurance and shall not contribute with it.

3 (3) **Reporting Provisions.** Any failure to comply with the reporting  
4 provisions of the policy shall not affect the coverage provided to the SUCCESSOR AGENCY, its  
5 officers, officials, employees, or volunteers.

6 (4) **Verification of Coverage.** CONSULTANT shall furnish  
7 SUCCESSOR AGENCY with certificates of insurance and the original endorsements effecting  
8 coverage required by this Agreement. The certificates and endorsements for each insurance policy are  
9 to be signed by a person authorized by that insurer to bind coverage on its behalf. The  
10 aforementioned policies shall be issued by an insurance carrier having a rating of Best A-7 or better  
11 which is satisfactory to the SUCCESSOR AGENCY Attorney and shall be delivered to SUCCESSOR  
12 AGENCY at the time of the execution of this Agreement or before work commences. Such policies  
13 and certificates shall be in a form approved by the SUCCESSOR AGENCY Attorney. SUCCESSOR  
14 AGENCY reserves the right to require complete certified copies of all required insurance policies at  
15 any time.

16 **12. TIME OF PERFORMANCE.** The time of performance of the services under this  
17 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services  
18 shall be strictly construed.

19 **13. SUSPENSION OF WORK.** SUCCESSOR AGENCY may, at any time, by ten (10)  
20 days' written notice, suspend further performance by CONSULTANT. All suspensions shall extend  
21 the time schedule for performance in a mutually satisfactory manner, and CONSULTANT shall be  
22 paid for services performed and reimbursable expenses incurred prior to the suspension date. During  
23 the period of suspension, CONSULTANT shall not receive any payment for services, or expenses,  
24 except for reasonable administration expenses, incurred by CONSULTANT by reason of such  
25 suspension.

26 **14. TERMINATION.** SUCCESSOR AGENCY may terminate this Agreement for any  
27 reason upon ten (10) days written notice to the other party. SUCCESSOR AGENCY may terminate  
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1 the Agreement upon five (5) days written notice if CONSULTANT breaches this Agreement. In the  
2 event of any termination, CONSULTANT shall promptly deliver to the SUCCESSOR AGENCY any  
3 and all finished and unfinished reports or other written, recorded, photographic, or visual materials,  
4 documents, data, and other deliverables (“Work Materials”) prepared for the SUCCESSOR AGENCY  
5 prior to the effective date of such termination, all of which shall become SUCCESSOR AGENCY’s  
6 sole property. After receipt of the Work Materials, SUCCESSOR AGENCY will pay  
7 CONSULTANT for the services performed as of the effective date of the termination.

8 **15. 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 employment  
12 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited  
13 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or  
14 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and  
15 selection for training including apprenticeship.

16 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply  
17 with all 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 materials or  
21 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by  
22 CONSULTANT of CONSULTANT’S obligation under this Agreement and the regulations relative to  
23 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

24 **16. CONFLICT OF INTEREST.**

25 **A.** CONSULTANT covenants and represents that neither it, nor any officer or  
26 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in  
27 any manner with the interests of SUCCESSOR AGENCY or which would in any way hinder  
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1 CONSULTANT's performance of services under this Agreement. CONSULTANT further covenants  
2 that in the performance of the Agreement, no person having any such interest shall be employed by it  
3 as an officer, employee, agent or subcontractor without the express written consent of the  
4 SUCCESSOR AGENCY. CONSULTANT agrees to at all times avoid conflicts of interest, or the  
5 appearance of any conflicts of interest, with the interests of the SUCCESSOR AGENCY in the  
6 performance of this Agreement.

7 B. CONSULTANT is not a designated employee within the meaning of the  
8 Political Reform Act because CONSULTANT:

9 (1) Will conduct research and arrive at conclusions with respect to its rendition  
10 of information, advice, recommendation or counsel independent of the control and direction of the  
11 SUCCESSOR AGENCY or of any SUCCESSOR AGENCY official, other than normal contract  
12 monitoring; and

13 (2) Possesses no authority with respect to any SUCCESSOR AGENCY  
14 decision beyond the rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs.  
15 § 18700(a)(2).)

16 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable  
17 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable  
18 licenses, including a business license with the SUCCESSOR AGENCY of Concord, and permits for  
19 the conduct of its business and the performance of the services.

20 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance  
21 with the laws of the State of California, excluding any choice of law rules which may direct the  
22 application of the laws of another jurisdiction. In the event that suit shall be brought by either party  
23 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the  
24 County of Contra Costa, California.

25 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or  
26 condition contained in the Agreement, or any default in their performance of any obligations under the  
27 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other  
28

1 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default  
2 constitute a continuing waiver of same.

3 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions  
4 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by  
5 a court of competent jurisdiction, SUCCESSOR AGENCY and CONSULTANT shall negotiate an  
6 equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of  
7 the Agreement. The illegality or invalidity of any of the provisions or portions of application of any  
8 of the provisions of the Agreement shall not affect the legality or enforceability of the remaining  
9 provisions or portions of application of any of the provisions of the Agreement. This Agreement shall  
10 be interpreted as though it was a product of a joint drafting effort and no provisions shall be  
11 interpreted against a party on the ground that said party was solely or primarily responsible for  
12 drafting the language to be interpreted.

13 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and  
14 incorporated herein by reference. The Agreement contains the entire agreement and understanding  
15 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or  
16 contemporaneous agreements, commitments, representation, writings, and discussions between  
17 CONSULTANT and SUCCESSOR AGENCY, whether oral or written.

18 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**  
19 **JOINT VENTURE.** SUCCESSOR AGENCY and CONSULTANT respectively, bind themselves,  
20 their successors, assigns, and legal representatives to the terms and obligations of this Agreement.  
21 CONSULTANT shall not assign or transfer any interest in the Agreement without the SUCCESSOR  
22 AGENCY's prior written consent, which consent shall be in the SUCCESSOR AGENCY's sole  
23 discretion. Any attempted assignment or transfer in breach of this provision shall be void. This  
24 Agreement is not intended and shall not be construed to create any third party benefit. This  
25 Agreement is not intended and shall not be construed to create a joint venture or partnership between  
26 the parties. CONSULTANT, its officers, employees and agents shall not have any power to bind or  
27 commit the SUCCESSOR AGENCY to any decision.



1           **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of  
2 Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this  
3 Agreement on behalf of Applicant and that such execution is binding upon Applicant.

4           This Agreement may be executed in several counterparts, each of which shall constitute one  
5 and the same instrument and shall become binding upon the parties when at least one copy hereof  
6 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary  
7 to produce or account for more than one such counterpart.

1           **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more  
2 copies as of the date and year first written above.

3                           **CONSULTANT**

4   **SUCCESSOR      AGENCY      OF**  
5   **CONCORD, a Municipal Corporation**

6 By: \_\_\_\_\_  
7 Name:       Trentin Krauss  
8 Title:       Managing Partner  
9 Address:     1839 Ygnacio Valley Road, #171  
10             Walnut Creek, CA 94598  
11 Telephone:   (925) 947-1140

6 By: \_\_\_\_\_  
7 Name: Valerie J. Barone  
8 Title   SUCCESSOR AGENCY Manager  
9 Address:   1950 Parkside Drive  
10            Concord, CA 94519  
11 Telephone: (925) 671-3150

12 APPROVED AS TO FORM:

12 ATTEST:

13 \_\_\_\_\_  
14 SUCCESSOR AGENCY Attorney

13 \_\_\_\_\_  
14 SUCCESSOR AGENCY Clerk

15 **FINANCE DIRECTOR'S CERTIFICATION:**

16 Concord, California

17 Date: \_\_\_\_\_, 2015

18  
19 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
20 DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED  
21 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
22 THE SUM OF **\$10,000.00** Account Code 50083001Z01-63800-400

23 \_\_\_\_\_  
24 Finance Director's Signature

September 25, 2015

John Montag  
City of Concord  
Sent Via Email: [john.montagh@cityofconcord.org](mailto:john.montagh@cityofconcord.org)

**RE: Appraisal Proposal – Certain Properties Under the Ownership of the City of Concord**

Dear Mr. Montag:

This letter represents my proposal to prepare appraisals on an as needed basis to accommodate the City of Concord. The proposed appraisals would provide the City of Concord with current estimates of the market value of various properties under the ownership of the Successor Agency to the former Concord Redevelopment Agency.

Prior to completing any assignment the Appraiser will research the market and use typical appraisal methodology, in conformance with Uniform Standards of Professional Appraisal Practice (USPAP) in order to conclude with an estimate of value. Depending on the property appraised the Appraiser will estimate either the leased fee or fee simple market value of the property. A site inspection as well as all pertinent documents will be reviewed by the appraiser.

Depending on the complexity of any one assignment the timeline and fee will be negotiated with the City of Concord. All appraisals will be provided as an appraisal report as defined in USPAP. My final reports will be delivered to you as a PDF and two hardcopies (additional hardcopies are available upon request). The cost of any proposed appraisal reports is not anticipated to exceed \$10,000, but until the assignment is know the exact cost is unknown. If necessary the appraiser will be available to attend City Council meetings for a fee of \$100 per meeting.

I can commence work on any appraisal with the acceptance of the negotiated terms regarding the specific assignment. Please call me if you have any questions.

Respectfully,



Trentin P. Krauss, MAI

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

DATE: September 30, 2015

**SUBJECT: Adopt Resolution No. 15-030 approving the Recognized Obligation Payment Schedule (15-16B) for January 1, 2016 through June 30, 2016 of the Successor Agency to the Redevelopment Agency of the City of Concord.**

**Report in Brief**

The Oversight Board is required to review and take action on the Recognized Obligation Payment Schedule 15-16B of the Successor Agency to the Redevelopment Agency of the City of Concord for the January 1 through June 30, 2016 time period. Staff is requesting the Board to approve ROPS 15-16B (Attachment 1). Once approved by the Oversight Board, Successor Agency staff 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 5, 2015. If approved by the DOF, ROPS 15-16B 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. Total amount of funds being requested for ROPS 15-16B is \$6,147,550.

Staff is recommending that the Oversight Board hear the report and adopt Resolution No. 15-030 (Attachment 2) approving ROPS 15-16B for the period from January 1 through June 30, 2016.

**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 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. 15-030 approving the Recognized Obligation Payment Schedule (15-16B) for January 1, 2016 through June 30, 2016 of the Successor Agency to Redevelopment Agency of the City of Concord.**

September 30, 2015

Page 2

**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 reviewing and approving ROPS.

**ROPS Overview:**

ROPS 15-16B shows enforceable obligations for the specific reporting period (January 1 through June 30, 2016) and shows actual expenditures for ROPS 14-15B (period of January 1 through June 30, 2015) versus amount received. This reconciliation provides DOF the opportunity to withhold certain amount of funds for ROPS 15-16B equal to the amount of funds that have not been spent during ROPS 14-15B. The following summarizes ROPS 15-16B:

- Total Enforceable Obligations for ROPS 15-16B Period is \$6,765,288
- ROPS Reconciliation: In ROPS 14-15B period \$328,170 was not spend as anticipated for Debt Services of Bonds. Bond Reissuance Proceeds was able to fund the total debt service.
- There is a \$5,020,225 bond payment listed on the proposed ROPS in association with the \$47,500,000 Tax Allocation Refunding Bond (October 2014) which was approved by the Successor Agency, Oversight Board and DOFs. This Bond refunded the 2001 City of Concord Joint Powers Authority Lease Revenue Bonds (Concord Avenue Parking Structure), Series 2001 and the City of Concord (Central Concord Redevelopment Project) Tax Allocation Refunding Bonds, Series 2004.
- A \$1,053,000 payment to the Concord Affordable Housing Fund which is a repayment of funds owned by the former Redevelopment Agency of the City of Concord to create and preserve affordable housing in the City of Concord. The repayment was approved by the Oversight Board and DOF at its last meeting.
- New items includes \$10,000 for proposed appraisal services associated with Long Range Property Management Plan and \$2,600 for tree pruning for vacant lots owned by the Successor Agency.

In summary, ROPS 15-16B shows the following:

\$ 6,765,288	Current Period Enforceable Obligations
(\$ 289,568)	Other Funds
(\$ 328,170)	<u>Prior Period Reconciliation</u>

**\$ 6,147,550 Total RPFFT requested for ROPS 15-16B**

**Adopt Resolution No. 15-030 approving the Recognized Obligation Payment Schedule (15-16B) for  
January 1, 2016 through June 30, 2016 of the Successor Agency to Redevelopment  
Agency of the City of Concord.**

September 30, 2015

Page 3

With previous resolutions approving the ROPS, the proposed resolution directs staff to cooperate with DOF to the extent necessary to obtain DOF's acceptance of ROPS 15-16B. This includes, if necessary, making modifications to ROPS 15-16B 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.

**Recommendation for Action**

Staff recommends that the Oversight Board hear staff's presentation of ROPS 15-16B, take public comments, make comments and adopt Resolution No.15-030 approving ROPS 15-16B and direct staff to submit the ROPS to the Department of Finance and other agencies as required.

Prepared by: John Montag  
Economic Development and Housing Manager  
john.montagh@cityofconcord.org

Reviewed by: Suzanne McDonald  
Financial Operations Manager  
suzanne.mcdonald@cityofconcord.org

Attachment No. 1 ROPS 15-16B

Attachment No.2 Resolution No. 15-030

**Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary**

Filed for the January 1, 2016 through June 30, 2016 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>\$ 289,568</b>
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	289,568
<b>E</b>	<b>Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 6,475,720</b>
F	Non-Administrative Costs (ROPS Detail)	6,350,720
G	Administrative Costs (ROPS Detail)	125,000
<b>H</b>	<b>Total Current Period Enforceable Obligations (A+E):</b>	<b>\$ 6,765,288</b>

<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
I	Enforceable Obligations funded with RPTTF (E):	6,475,720
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(328,170)
<b>K</b>	<b>Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 6,147,550</b>

<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
L	Enforceable Obligations funded with RPTTF (E):	6,475,720
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>6,475,720</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



**Concord Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances  
(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), 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 <a href="#">Cash Balance Tips Sheet</a>									
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 14-15B Actuals (01/01/15 - 06/30/15)</b>									
1	Beginning Available Cash Balance (Actual 01/01/15)	292,966			-	987,091	63,154	Beginning Bond Proceeds balance adjusted for refunding of the 2004 TAB and 2001 Lease Revenue Bonds, which was finalized after previous ROPS prepared. \$3,960,645 was approved on the DDR to be held in reserves for the two issuances. During the debt refunding, these funds were used to pay-off the old.	
2	Revenue/Income (Actual 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015					18,985	5,965,354		
3	Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	292,966				439,438	4,871,587		
4	Retention of Available Cash Balance (Actual 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						815,225		
5	ROPS 14-15B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	No entry required						328,170	Due to refunding of 2004 Tab and 2001 Lease Revenue Bonds, payments restructured and less was due during the ROPS period than originally anticipated. Will request that excess ROPS to be applied to March 2016 debt service payment
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ 566,638	\$ 13,526		
<b>ROPS 15-16A Estimate (07/01/15 - 12/31/15)</b>									
7	Beginning Available Cash Balance (Actual 07/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ 815,225	\$ 566,638	\$ 341,696		
8	Revenue/Income (Estimate 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015						450,454		
9	Expenditures for ROPS 15-16A Enforceable Obligations (Estimate 12/31/15)				815,225	277,070	463,980		
10	Retention of Available Cash Balance (Estimate 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ -	\$ 289,568	\$ 328,170		



**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 15-16B for the  
Successor Agency to the Redevelopment Agency of  
the City of Concord for the Period January 1 – June  
30, 2016**

**Resolution No. 15-030**

**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, 2016 (“ROPS”) that has been reviewed and approved by the Oversight Board for the Successor Agency 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 5, 2015; 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 30, 2015, 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, 2016, 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 30, 2015, 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. 15-030 was duly and regularly  
14 adopted at a meeting of the Oversight Board for the Successor Agency City of Concord on  
15 September 30, 2015.

16  
17  
18 

---

Joelle Fockler, CMC  
**City Clerk**

19 **APPROVED AS TO FORM:**

20  
21 

---

Mark S. Coon  
City Attorney

22  
23 Attachment: ROPS 15-16B January 1 through June 30, 2016

**Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary**

Filed for the January 1, 2016 through June 30, 2016 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>\$ 289,568</b>
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	289,568
<b>E</b>	<b>Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 6,475,720</b>
F	Non-Administrative Costs (ROPS Detail)	6,350,720
G	Administrative Costs (ROPS Detail)	125,000
<b>H</b>	<b>Total Current Period Enforceable Obligations (A+E):</b>	<b>\$ 6,765,288</b>

<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
I	Enforceable Obligations funded with RPTTF (E):	6,475,720
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(328,170)
<b>K</b>	<b>Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 6,147,550</b>

<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
L	Enforceable Obligations funded with RPTTF (E):	6,475,720
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>6,475,720</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

Concord Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail  
 January 1, 2016 through June 30, 2016  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K				L	M	N	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			
								\$ 54,626,140				\$ 289,568	\$ 6,350,720	\$ 125,000	\$ 6,765,288			
4	2010 Refunding Lease	Revenue Bonds	7/2/2005	9/1/2019	Bank of America	Refinance part of 1993 Lease	1	2,318,342	N				38,097		\$ 38,097			
6	Disposition and Development Agreement	OPA/DDA/Construction	11/14/2000	6/30/2027	EQR (2000) Concord, LLC	Tax Increment Reimbursement	1	448,340	N				448,340		\$ 448,340			
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	27,079	N				27,079		\$ 27,079			
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			289,568	763,432		\$ 1,053,000			
19	Property Maintenance	Property Maintenance	7/1/2014	6/30/2015	Cagwin & Dorward	Property maintenance funds for RDA owned property	1	10,610	N				5,740		\$ 5,740			
21	Successor Agency Staffing	Admin Costs	7/1/2014	6/30/2015	City of Concord	Reimburse Payroll Costs	All	228,031	N					110,553	\$ 110,553			
22	SA Support Services and Operations	Admin Costs	7/1/2014	6/30/2015	Various	City Support Services	All		N						\$ -			
23	Other	Admin Costs	7/1/2014	6/30/2015	Various	Legal and financial consultants, fiscal agent fees, arbitrage calculations, audit, etc.	All	21,969	N					14,447	\$ 14,447			
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	515,582	N				34,422		\$ 34,422			
30	Property Maintenance	Property Maintenance	7/1/2014	6/30/2015	Long & Taylor Landscaping	Landscaping Maintenance	1	3,300	N				1,650		\$ 1,650			
31	2014 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	10/1/2014	3/1/2025	Bank of New York	Refunding 2004 TAB and 2011 Lease Revenue Bonds	1	41,543,450	N				5,020,225		\$ 5,020,225			
32	Housing Payroll and Support Services/Operations	Housing Entity Admin Cost	7/1/2015	6/30/2016	City of Concord	Reimburse Payroll Costs and Support Services	All		N						\$ -			
33	Property Maintenance - Utilities	Property Maintenance	7/1/2015	6/30/2016	Contra Costa Water District	Water Utilities for SA Owned Properties	1	3,500	N				1,735		\$ 1,735			
34	Long Range Property Management	Property Dispositions	1/1/2016	6/30/2017	TBD	Property Appraisals	All	10,000	N				10,000		\$ 10,000			
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						\$ -			
53									N						\$ -			
54									N						\$ -			
55									N						\$ -			
56									N						\$ -			
57									N						\$ -			
58									N						\$ -			
59									N						\$ -			
60									N						\$ -			
61									N						\$ -			

**Concord Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances  
(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), 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 <a href="#">Cash Balance Tips Sheet</a>									
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 14-15B Actuals (01/01/15 - 06/30/15)</b>									
1	<b>Beginning Available Cash Balance (Actual 01/01/15)</b>	292,966			-	987,091	63,154	Beginning Bond Proceeds balance adjusted for refunding of the 2004 TAB and 2001 Lease Revenue Bonds, which was finalized after previous ROPS prepared. \$3,960,645 was approved on the DDR to be held in reserves for the two issuances. During the debt refunding, these funds were used to pay-off the old.	
2	<b>Revenue/Income (Actual 06/30/15)</b> RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015					18,985	5,965,354		
3	<b>Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15)</b> RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	292,966				439,438	4,871,587		
4	<b>Retention of Available Cash Balance (Actual 06/30/15)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						815,225		
5	<b>ROPS 14-15B RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	No entry required						328,170	Due to refunding of 2004 Tab and 2001 Lease Revenue Bonds, payments restructured and less was due during the ROPS period than originally anticipated. Will request that excess ROPS to be applied to March 2016 debt service payment
6	<b>Ending Actual Available Cash Balance</b> C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ 566,638	\$ 13,526		
<b>ROPS 15-16A Estimate (07/01/15 - 12/31/15)</b>									
7	<b>Beginning Available Cash Balance (Actual 07/01/15)</b> (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ 815,225	\$ 566,638	\$ 341,696		
8	<b>Revenue/Income (Estimate 12/31/15)</b> RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015						450,454		
9	<b>Expenditures for ROPS 15-16A Enforceable Obligations (Estimate 12/31/15)</b>				815,225	277,070	463,980		
10	<b>Retention of Available Cash Balance (Estimate 12/31/15)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	<b>Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)</b>	\$ -	\$ -	\$ -	\$ -	\$ 289,568	\$ 328,170		

