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**AGENDA**  
**SPECIAL MEETING OF THE OVERSIGHT BOARD FOR THE**  
**REDEVELOPMENT AGENCY OF THE CITY OF CONCORD**  
**SUCCESSOR AGENCY**  
**Tuesday February 24, 2015**  
**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 SEPTEMBER 22, 2014 MEETING MINUTES**

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

**A. Adopt Resolution No. 15-027 approving 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 Resolution No. 150-28 approving the Recognized Obligation Payment Schedule (15-16A) for the period of July 1, 2015 through December 31, 2015 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**  
**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** – Karen Mitchoff, Dick Allen, Joan Ryan, Greg Sawyer present; Guy Bjerke, Howard Jenkins and Peter Garcia 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 JUNE 30, 2014 MEETING MINUTES**
- ACTION:** Minutes Approved (4-0; Bjerke, Jenkins and Garcia absent)
- 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.**
- ACTION:** Board approved to adopt Resolution 14-026 ratifying the Successor Agency Agreements with Cagwin & Dorward Landscaping Inc., and Long & Taylor Landscaping to continue with the maintenance of Successor Agency properties pursuant to the Dissolution Act. (4-0; Bjerke, Jenkins and Garcia absent)
- 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.**

John Montagh, Economic Development and Housing Manager, made a presentation to the board regarding the action taken by the Joint City Council and Successor Agency on September 9, 2014, as part of the 2014-15 fiscal budget process, to approve two capital improvement projects that would include the spending of \$305,407 for the installation of archways and decorative tree lighting in the Todos Santos Plaza located in the Central Concord Redevelopment Project Area. If approved by the Board, the item would be sent to Department of Finance (DoF) for its review and approval. If DoF approves the 14-15B ROPS, then funds for these projects will become available in January 2015 for installation.

**ACTION:** Board approved the adoption of Resolution No. 14-024 approving the \$305,407 expenditure of excess bond proceeds between the City of Concord and Successor Agency for the Redevelopment Agency of the City of Concord and placement on the Successor Agency's ROPS 14-15B. (4-0; Bjerke, Jenkins and Garcia absent)

**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.**

John Montagh, Economic Development and Housing Manager reviewed the Board's required action pertaining to the Recognized Obligation Payment Schedule (ROPS) 14-15B, which shows a total of \$6,195,646 in estimated obligations to be paid from Redevelopment Property Tax Trust Fund (RPTTF). The total amount being requested is \$6,156,673 (\$6,195,646 - \$38,973 in surplus funds). Suzanne McDonald, Finance Operations Manager followed up John's presentation to the Board, confirming the obligations are not growing in any significant manner and that some costs associated with the refinance of former Redevelopment Agency Boads are also included in the proposed ROPS 14-15B.

**ACTION:** Board approved Resolution 14-025 approving the ROPS (14-15B) for January 1, 2015 through June 30, 2015 of the Redevelopment Agency of the City of Concord Successor Agency. (4-0; Bjerke, Jenkins and Garcia absent)

**VI. ADJOURNMENT – 9:12am**

## **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: February 24, 2015

**SUBJECT: Adopt Resolution No. 15-027 approving 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 \$7,010 to fund Successor Agency property maintenance on its January 1 - June 31 2014 (ROPS 14-15B). For the proposed ROPS 15-16A, a total of \$4,520 is proposed for Agency property maintenance.

The Successor Agency is engaged with 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 through June 31, 2015. In order to continue to provide property maintenance for Agency properties for the next ROPS period, new service agreements need to be entered into. Services are detailed in this report and allows the Successor Agency to meet 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. 15-027 (Attachment 1) authorizing the Cagwin and Dorward Landscape, Inc. agreement in the amount of \$6,010 and Taylor Landscaping in the amount of \$3,300. All maintenance service agreements total approximately \$9,310 during the ROPS 15-16A and 15-16B periods.

**Background**

The California State Department of Finance (DOF) approved the Successor Agency for the former Redevelopment Agency of the City of Concord's prior ROPS for future property maintenance services associated with Successor Agency properties.

**Adopt Resolution No. 15-027 approving Successor Agency Agreements with Cagwin & Dorward Landscaping Inc., and Long & Taylor Landscaping for maintaining Successor Agency properties pursuant to Dissolution Act.**  
**February 24, 2015**  
Page 2

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 services 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) are presented as part of this staff report and requires Oversight Board's approval. 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, May, 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.

A onetime charge of \$1,300 is included in the scope of work to perform tree pruning and branch removal for the Oak Street site.

**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.

**Adopt Resolution No. 15-027 approving Successor Agency Agreements with Cagwin & Dorward Landscaping Inc., and Long & Taylor Landscaping for maintaining Successor Agency properties pursuant to Dissolution Act.**  
**February 24, 2015**  
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**Fiscal Impact**

The cost of these agreements during ROPS 15-16A period is approximately \$4,520 and approximately \$4,790 during ROPS 15-16B period. Total for the year is approximately \$9,310.

**Public Contact**

The agenda was posted.

**Recommendation**

Staff recommends adopting Resolution No. 15-027 approving 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)

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|------------------|----------------------------|
| Attachment No.1  | Resolution No. 15-027      |
| 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. 15-027**

**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**, the Successor Agency desires to enter 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 for certain months and \$1,300 for onetime tree pruning with an effective starting date of July 1, 2015; and

**WHEREAS**, the Successor Agency desires to enter into a maintenance services agreement with Long and Taylor authorizing performance of landscape maintenance services in the amount of \$275 per service month with an effective starting date of July 1, 2015.

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

1 **Section 1.** That the maintenance services agreement between the Successor Agency and  
2 Cagwin and Dorward Landscape, Inc. dated February 24, 2015, authorizing performance of  
3 maintenance services in the amount of \$785 per service month for six months is hereby approved.

4 **Section 2.** That the maintenance service agreement between the Successor Agency and Taylor  
5 and Long dated February 12, 2015 authorizing performance of maintenance services in the amount of  
6 \$275 per month is hereby approved.

7 **Section 3.** That the amounts payable by the Successor Agency under the agreements set forth  
8 in Section 1 and 2 above shall be included on ROPS 15-16A for the period July 1 to December 31,  
9 2015 as enforceable obligations payable from available redevelopment property tax trust fund monies.

10 **Section 4.** This resolution shall become effective immediately upon its passage and adoption.

11 **PASSED AND ADOPTED** by the Oversight Board for the Successor Agency City of  
12 Concord on February 24, 2015, by the following vote:

13 **AYES:** Board Members –

14 **NOES:** Board Members - None

15 **ABSTAIN:** Board Members – None

16 **ABSENT:** Board Members –

17 **I HEREBY CERTIFY** that the foregoing Resolution No. 15-027 was duly and regularly  
18 adopted at a meeting of the Oversight Board for the Successor Agency City of Concord on  
19 February 24, 2015.

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Joelle Fockler, CMC  
**City Clerk**

23 **APPROVED AS TO FORM:**

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Mark S. Coon  
City Attorney

26  
27 Attachments: Cagwin & Dorward Agreement  
Long & Taylor Agreement

**AGREEMENT FOR SERVICES**

1 THIS AGREEMENT ("Agreement") is entered into on February 24, 2015 between the  
2 Successor Agency of the Redevelopment Agency of the City of Concord (the "AGENCY") and  
3 Cagwin & Dorward Landscape Inc., a California Corporation, 1565 S. Novato Blvd., Novato, CA  
4 94948 (the "CONSULTANT").

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

7 The AGENCY desires to contract with Cagwin & Dorward Inc. for landscape services as  
8 further 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, 2015.

12 **2. Services.** CONSULTANT shall provide the basic services described in detail in  
13 Exhibit A, Contract for Horticultural Landscape Maintenance Services, attached hereto and made a  
14 part hereof.

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

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

1 AGENCY's authorized representative is authorized to execute on behalf of AGENCY,  
2 amendments to the agreement, including amendments providing for compensation to  
3 CONSULTANT, not to exceed \$20,000, throughout the remaining term of the agreement.

4 The AGENCY authorized representative is John Montagh, Economic Development and  
5 Housing Manager. The CONSULTANT authorized representative is Bob Bain, Regional Sales  
6 Manager.

7 **5. Compensation.** CONSULTANT shall be compensated for basic services rendered in  
8 the amount of \$785 per month (six months) and tree pruning maintenance work of \$1,300 (onetime  
9 fee). Total compensation not to exceed \$6,010.

10 **6. Prevailing Wage Requirement.**

11 CONTRACTOR acknowledges and recognizes that this contract shall be construed to be a  
12 "public work projects" pursuant to California Labor Code §1771. Accordingly, not less than the  
13 general prevailing rate of per diem wages for work of a similar character in the locality in which the  
14 public work is performed, and not less than the general prevailing rate of per diem wages for holiday  
15 and overtime work shall be paid to all workers employed by CONTRACTOR. CONTRACTOR also  
16 recognizes and acknowledges that CONTRACTOR may be subject to penalties pursuant to Labor  
17 Code §1775 for failure to provide prevailing wages.

18 CONTRACTOR agrees to defend and indemnify CITY from any and all penalties or damage  
19 resulting from any actions or claims asserted against CONTRACTOR for the failure to pay prevailing  
20 wages to its employees.

21 **7. Term.** The term of this Agreement, subject to termination as set forth in Section 13,  
22 shall be from the effective date through June 30, 2016.

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

1           **8.     Standard of Performance.** CONSULTANT represents to AGENCY that the services  
2 shall be performed in an expeditious manner and with the degree of skill and care that is required by  
3 current, good, and sound procedures and practices. CONSULTANT further agrees that the services  
4 shall be in conformance with generally accepted professional standards prevailing at the time work is  
5 performed.

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

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

21           CONSULTANT's records, documents, calculations, and all other instruments of service  
22 pertaining to actual project shall be given to AGENCY at the completion of the project. The  
23 AGENCY reserves the right to specify the file format that electronic document deliverables are  
24 presented to the AGENCY. If agreement is terminated per Section 13, deliverables shall be provided  
25 based on Section 13 requirements.

26           **11.   Indemnification.** CONSULTANT agrees to defend, indemnify and hold harmless the  
27 AGENCY, its officers, agents, employees and volunteers from and against any and all claims,  
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1 demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other  
2 litigation expenses) arising out of the negligent acts or omissions of CONSULTANT in the  
3 performance of this Agreement.

4 **12. Insurance.** CONSULTANT shall, at its own expense, procure and maintain in full  
5 force at all times during the term of this Agreement the following insurance:

6 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain  
7 commercial general liability insurance with limits of no less than one million dollars  
8 (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000)  
9 aggregate limit for bodily injury, personal injury, and property damage.

10 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability  
11 insurance covering all vehicles used in the performance of this Agreement providing a One  
12 Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal  
13 injury, and property damage.

14 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT  
15 covenants that it will insure itself against liability for Workers' Compensation pursuant to the  
16 provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon  
17 demand of the AGENCY Council and properly authorized agents, furnish proof that Workers'  
18 Compensation Insurance is being maintained by it in force and effect in accordance with the  
19 California Labor Code.

20 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain  
21 the following provisions:

22 (1) AGENCY, its officers, agents, employees, and volunteers are to be  
23 covered as additional insureds as respects: Liability arising out of activities performed  
24 by or on behalf of CONSULTANT and operations of CONSULTANT, premises  
25 owned, occupied, or used by CONSULTANT. The coverage shall contain no special  
26 limitations on the scope or protection afforded to AGENCY, its officers, officials,  
27 employees, or volunteers.

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

6           (3)     Any failure to comply with the reporting provisions of the policy shall  
7     not affect the coverage provided to the AGENCY, its officers, officials, employees, or  
8     volunteers.

9           (4)     The aforementioned policies shall be issued by an insurance carrier  
10    having a rating of Best A-7 or better which is satisfactory to the AGENCY Attorney  
11    and shall be delivered to AGENCY at the time of the execution of this Agreement or as  
12    provided below. In lieu of actual delivery of such policies, a Certificate issued by the  
13    insurance carrier showing such policy to be in force for the period covered by the  
14    Agreement may be delivered to AGENCY. Such policies and certificates shall be in a  
15    form approved by the AGENCY Attorney. Except for worker's compensation and  
16    professional liability insurance, the policies mentioned in this subsection shall name  
17    AGENCY as an additional insured and provide for thirty (30) days notice of  
18    cancellation to AGENCY. Said policies shall not be canceled earlier than, nor the  
19    amount of coverage reduced earlier than, thirty (30) days after the AGENCY receives  
20    notices from the insured of the intent of cancellation or reduction.

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

27           **14.     Termination.** AGENCY may terminate this Agreement for any reason upon ten (10)

1 days written notice to the other party. AGENCY may terminate the Agreement upon five (5) days  
2 written notice if CONSULTANT breaches this Agreement. In the event of termination,  
3 CONSULTANT shall promptly deliver to the AGENCY any reports or other written, recorded,  
4 photographic, or visual materials and other deliverables prepared for the AGENCY prior to the  
5 effective date of such termination. After receipt of deliverables, AGENCY will pay CONSULTANT  
6 for the services performed as of the effective date of the termination.

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

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

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

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

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

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

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

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

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

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

25 **22. Successors and Assigns.** AGENCY and CONSULTANT respectively, bind  
26 themselves, their successors, assigns, and legal representatives. CONSULTANT shall not assign or  
27 transfer any interest in the Agreement without the AGENCY's prior written consent, which consent  
28

1 shall be in the AGENCY's sole discretion. Any attempted assignment or transfer in breach of this  
2 provision shall be void.

3 **23. Attorney's Fees.** If either party to this Agreement commences any legal action against  
4 the other party arising out of this Agreement, the prevailing party shall be entitled to recover its  
5 reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and  
6 attorney's fees.

7 **24. Financial Records.** Records of CONSULTANT's direct labor costs, payroll costs,  
8 and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a  
9 generally recognized accounting basis and made available to AGENCY if and when required.

10 **25. Notices.** All notices required hereunder shall be in writing and mailed postage prepaid  
11 by Certified or Registered mail, return receipt requested, or by personal delivery to the AGENCY's  
12 address as shown below, or such other places as AGENCY or CONSULTANT may, from time to  
13 time, respectively, designate in a written notice given to the other. Notice shall be deemed received  
14 three (3) days after the date of the mailing thereof or upon personal delivery.

15  
16 To AGENCY

**John Montagh, Economic Development & Housing  
Manager  
City of Concord  
1950 Parkside Drive MS/1B  
Concord, CA 94519-2578  
Phone: (925) 671-3082  
Fax: (925) 798-0636**

17  
18  
19  
20 To CONSULTANT

**Bob Bain, Regional Sales Manager  
Cagwin & Dorward Landscape Contractors  
1565 S. Novato Blvd.  
Novato, CA 94948  
Phone: (415) 892-7710  
Fax: (415) 897-7864**

21 //

22 //

23 //

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

4           **CONSULTANT**  
5           **Cagwin & Dorward, Inc.**

6           **SUCCESSOR AGENCY OF THE**  
7           **REDEVELOPMENT AGENCY**  
8           **OF THE CITY OF CONCORD**

9 By: 

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

11 Name:       Bob Bain  
12 Title:       Regional Sales Manager  
13 Address:     1565 S. Novato Blvd.  
14               Novato, CA 94948  
15 Telephone:  (415) 892-7710

16 Name:       Valerie J. Barone  
17 Title:       City Manager  
18 Address:     1950 Parkside Drive  
19               Concord, CA 94519  
20 Telephone:  (925) 671-3150

21 APPROVED AS TO FORM:

22 ATTEST:

23 \_\_\_\_\_  
24 City Attorney

25 \_\_\_\_\_  
26 City Clerk

27 Date: \_\_\_\_\_, 2015

28 FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

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

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
DURING FISCAL YEAR 2015-16 TO PAY THE ANTICIPATED  
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
THE SUM OF **\$6,010**. Account Code **10083001Z01-68600**.

\_\_\_\_\_  
Finance Director's Signature

# **Scope of Work**

## **Exhibit A**

### SCOPE OF WORK

#### **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, (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.

##### **Galindo St & Laguna St Lot - \$1,300 (onetime fee)**

**Spend one day with a crew cleaning up the fallen tree sections and doing a general prune of the worst branches in the lot.**

# Proposal

Page No.

of

Pages

**LONG & TAYLOR****LANDSCAPING**3012 Euclid Drive Concord, California 94519  
(915) 671-9770

PROPOSAL SUBMITTED TO <i>Successor Agency</i>	PHONE <i>671-3881</i>	DATE <i>2-12-15</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	JOB PHONE <i>Concord Ca.</i>

We hereby submit specifications and estimates for:

- \* Landscape Maintenance - Including:
- Mowing - edging - Fertilizing Lawns
  - Picking up Leaves, debris, etc.
  - Trim & groom - hedges, shrubs & minor Tree Pruning
  - blow OFF sidewalks & parking areas
  - Work done weekly

NOTE - does NOT include:

- Irrigation Repairs
- Major Tree Pruning

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 - Terms of agreement are good  
JULY 1, 2015 through June 30th 2016\*

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 30 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: 2-18-15

Signature

Signature

\* can be canceled with 2 (two) week notice (written)

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

DATE: February 24, 2012

**SUBJECT: Adopt Resolution No. 15-028 approving the Recognized Obligation Payment Schedule (15-16A) for July 1, 2015 through December 31 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 15-16A of the Redevelopment Agency of the City of Concord Successor Agency for the July 1 through December 31, 2015 time period. Staff is requesting the Board to approve ROPS 15-16A (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 March 3, 2015. If approved by the DOF, ROPS 15-16A 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 15-16A is \$617,558.

Staff is recommending that the Oversight Board hear the report and adopt Resolution No. 15-028 (Attachment 2) approving ROPS 15-16A for the period from July 1 through December 31, 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 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. 15-028 approving the Recognized Obligation Payment Schedule (15-16A)  
for July 1, 2015 through December 31, 2015 of the Redevelopment Agency of the  
City of Concord Successor Agency.**

February 24, 2012

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 approving ROPS.

**ROPS Overview:**

ROPS 15-16A shows enforceable obligations for the specific reporting period (July 1 through December 31, 2015) and shows actual expenditures for ROPS 14-15A (period of July 1 through December 31, 2014) versus amount received. This reconciliation provides DOF the opportunity to withhold certain amount of funds for ROPS 15-16A equal to the amount of funds that have not been spent during ROPS 14-15A. The following summarizes ROPS 15-16A:

- ROPS Reconciliation: The Successor Agency received \$1,866,372 in Redevelopment Property Tax Trust Fund (RPTTF) for the ROPS 14-15A period of July 1 through December 31, 2014. The amount actually spent during the period was \$1,852,846 for Successor Agency obligations. A \$13,526 surplus of ROPS 14-15A funds will be applied to ROPS 15-16A obligations. The surplus essentially resulted from over estimation of repayment of State HELP loan from a prior affordable housing rehabilitation payment.
- ROPS 15-16A shows \$184,966 in “Other Funds” that is to be subtracted from the total amount of funds requested during this ROPS period. The “Other Funds” consist of the following items:

1993 Lease Revenue Bond Reserve Fund Released to City after final debt payment	\$195,578
La Piñata Rent Revenue	\$ 6,120
Interest Allocation Audit Adjustment Posting After ROPS prepared	\$(16,732)
Total “Other Funds”	\$184,966

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

\$816,050 (Estimated total current period Enforceable Obligations)

Minus \$184,966 (Other Funds)

Minus \$ 13,526 (Prior Period Reconciliation)

\$617,558 (Total RPFFT requested for ROPS 15-16A).

**Adopt Resolution No. 15-028 approving the Recognized Obligation Payment Schedule (15-16A)  
for July 1, 2015 through December 31, 2015 of the Redevelopment Agency of the  
City of Concord Successor Agency.**

February 24, 2012

Page 3

On October 1, 2014 the Successor Agency to the Redevelopment Agency of the City of Concord ,with Oversight Board approval, issued Tax Allocation Refunding Bonds in an amount not to exceed \$47,500,000, to refund the 2001 City of Concord Joint Powers Authority Lease Revenue Bonds (Concord Avenue Parking Structure), Series 2001 secured, pursuant to a reimbursement agreement, by tax increment revenues from the Redevelopment Project and the City of Concord (Central Concord Redevelopment Project) Tax Allocation Refunding Bonds, Series 2004. The refinancing of the outstanding indebtedness of the former Redevelopment Agency will generate net present value savings of approximately \$5.6 million over the remaining life of the indebtedness. The 2014 Tax Allocation Refunding Bond payment that is due during this ROPS period was fully funded by the advanced 2004 Tax Allocation Bond RPTTF revenue received on ROPS 14-15B. Therefore, no payment amount is shown on this ROPS. There will be a bond payment during the next ROPS Period (15-16B).

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 15-16A. This includes, if necessary, making modifications to ROPS 15-16A 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 15-16A, take public comments, make comments and adopt Resolution No. 15-028 approving ROPS 15-16A and direct staff to submit the ROPS to the Department of Finance and other agencies as required.

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

Attachment No. 1 ROPS 15-16A July 1 through December 31, 2015

Attachment No.2 Resolution No. 15-028

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

Filed for the July 1, 2015 through December 31, 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 Sources (B+C+D):</b>		<b>\$ 184,966</b>
B Bond Proceeds Funding (ROPS Detail)		-
C Reserve Balance Funding (ROPS Detail)		-
D Other Funding (ROPS Detail)		184,966
<b>E Enforceable Obligations Funded with RPTTF Funding (F+G):</b>		<b>\$ 631,084</b>
F Non-Administrative Costs (ROPS Detail)		431,084
G Administrative Costs (ROPS Detail)		200,000
<b>H Current Period Enforceable Obligations (A+E):</b>		<b>\$ 816,050</b>

<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
I Enforceable Obligations funded with RPTTF (E):		631,084
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)		(13,526)
<b>K Adjusted Current Period RPTTF Requested Funding (I-J)</b>		<b>\$ 617,558</b>

<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
L Enforceable Obligations funded with RPTTF (E):		631,084
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)		-
<b>N Adjusted Current Period RPTTF Requested Funding (L-M)</b>		<b>631,084</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 15-16A) - ROPS Detail**  
**July 1, 2015 through December 31, 2015**  
 (Report Amounts in Whole Dollars)

A Item #	B Project Name / Debt Obligation	C Obligation Type	D Contract/Agreement Execution Date	E Contract/Agreement Termination Date	F Payee	G Description/Project Scope	H Project Area	I Total Outstanding Debt or Obligation	J Retired	K, L, M, N, O Funding Source					P Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
1	2004 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	6/26/2005	7/1/2025	Bank of New York	Refunding Bonds for non-housing	1	\$ 46,409,950	Y	\$ -	\$ -	\$ 184,966	\$ 431,084	\$ 200,000	\$ 816,050
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	-	Y	-	-	-	-	-	\$ -
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	2,849,624	N	-	-	184,966	346,316	-	\$ 531,282
6	Disposition and Development Agreement	OPA/DDA/Construction	11/14/2000	6/30/2027	EQR (2000) Concord, LLC	Tax Increment Reimbursement	1	424,564	N	-	-	-	50,343	-	\$ 50,343
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	28,195	N	-	-	-	28,195	-	\$ 28,195
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	-	Y	-	-	-	-	-	\$ -
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	6,010	N	-	-	-	2,870	-	\$ 2,870
21	Successor Agency Staffing	Admin Costs	7/1/2014	6/30/2015	City of Concord	Reimburse Payroll Costs	All	213,600	N	-	-	-	106,800	-	\$ 106,800
22	SA Support Services and Operations	Admin Costs	7/1/2014	6/30/2015	Various	City Support Services	All	25,722	N	-	-	-	7,522	-	\$ 7,522
23	Other	Admin Costs	7/1/2014	6/30/2015	Various	Legal and financial consultants, fiscal agent fees, arbitrage calculations, audit, etc.	All	10,678	N	-	-	-	10,678	-	\$ 10,678
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	396,896	N	-	-	-	-	-	\$ -
28	Debt Refinancing	Professional Services	5/22/2014	11/30/2014	Keyser Marston Associates	2004 TAB Refinancing	-	-	Y	-	-	-	-	-	\$ -
29	Debt Refinancing	Professional Services	7/30/2014	6/30/2015	Standard & Poor's Rating Services	2004 TAB Refinancing Rating Services	-	-	Y	-	-	-	-	-	\$ -
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	32,802,004	N	-	-	-	-	-	\$ -
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	150,000	N	-	-	-	75,000	-	\$ 75,000
33	Property Maintenance - Utilities	Property Maintenance	7/1/2015	6/30/2016	Contra Costa Water District	Water Utilities for SA Owned Properties	1	3,420	N	-	-	-	1,710	-	\$ 1,710
34									N						\$ -
35									N						\$ -
36									N						\$ -
37									N						\$ -
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46									N						\$ -
47									N						\$ -
48									N						\$ -
49									N						\$ -

**Recognized Obligation Payment Schedule (ROPS 15-16A) - 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
		<b>Fund Sources</b>						
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>		<b>Other</b>	<b>RPTTF</b>	
	<b>Cash Balance Information by ROPS Period</b>	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>Comments</b>
<b>ROPS 14-15A Actuals (07/01/14 - 12/31/14)</b>								
1	<b>Beginning Available Cash Balance (Actual 07/01/14)</b>	292,966		4,050,619	5,370,886	973,601	49,628	
2	<b>Revenue/Income (Actual 12/31/14)</b> RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014					6,120	2,008,709	
3	<b>Expenditures for ROPS 14-15A Enforceable Obligations (Actual 12/31/14)</b> RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	292,966			5,370,886	117,003	2,000,521	
4	<b>Retention of Available Cash Balance (Actual 12/31/14)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			4,050,619				
5	<b>ROPS 14-15A RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the self-reported ROPS 14-15A PPA in the Report of PPA, Column S			No entry required			13,526	
6	<b>Ending Actual Available Cash Balance</b> C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ 862,718	\$ 44,290	
<b>ROPS 14-15B Estimate (01/01/15 - 06/30/15)</b>								
7	<b>Beginning Available Cash Balance (Actual 01/01/15)</b> (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ 4,050,619	\$ -	\$ 862,718	\$ 57,816	
8	<b>Revenue/Income (Estimate 06/30/15)</b> RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015						5,965,354	
9	<b>Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 06/30/15)</b>					677,752	6,014,982	
10	<b>Retention of Available Cash Balance (Estimate 06/30/15)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			4,050,619				
11	<b>Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)</b>	\$ -	\$ -	\$ -	\$ -	\$ 184,966	\$ 8,188	



### Recognized Obligation Payment Schedule (ROPS 15-16A) - Notes

July 1, 2015 through December 30, 2015

Item #	Notes/Comments												
<b>ROPS-DETAIL Worksheet</b>													
#1, #3 & #31 2004 TAB (line 1) and 2001 Lease Revenue Bonds (line 3) refunded created new line #31: 2014 Tax Allocation Refunding Bonds													
Line 31	New line for 2014 Tax Allocation Refunding Bonds. Payment due on September 1, 2015 has been funded with 2004 TAB ROPS 14-15B RPTTF received prior to refunding. The RPTTF received for debt service was transferred to Trustee. Funds in Trustee Debt Service account were used to fund the 2014 Tax Allocation Refunding Bond March 1, 2015 payment and to prepay the 2014 Tax Allocation Refunding Bond September 1, 2015 payment												
Line 32	New line stemming from Assembly Bill 471: Housing Successor Administration Cost Allowance: housing entities who by default assumed the housing functions of the former RDA may be eligible to receive housing entity admin allowance, pursuant to HSC section 34171(p)												
Line 33	To receive reimbursement for water utilities required on Successor Agency owned properties												
<b>ROPS-Cash Balances Worksheet</b>													
Cell C1	Year End Closing Adjustment for Interest Allocation decreased Bond Proceeds balance from \$305,407 to \$292,966												
Cell E1	Adding DDR approved "Restricted for Debt Service" balances held with Trustee, previously a reconciling item to available cash balances												
Cell F1	RPTTF received for 2004 TAB debt service payments on ROPS 13-14B. Transferred to trustee and paid June 2014 for July 1, 2014 debt service payment.												
Cell G1	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">ROPS 14-15B Line 7: Beginning Available Cash Balance</td> <td style="text-align: right;">\$614,091</td> </tr> <tr> <td>DOF Adjustment to ROPS 14-15B Line 7:</td> <td style="text-align: right;">\$180,664</td> </tr> <tr> <td><b>DOF Adjusted Balance:</b></td> <td style="text-align: right;"><b>\$794,755</b></td> </tr> <tr> <td>Release of Debt Service Reserve 1993 Lease Rev</td> <td style="text-align: right;">\$195,578</td> </tr> <tr> <td>Year End Interest Allocation Adjustment</td> <td style="text-align: right;">(\$16,732)</td> </tr> <tr> <td><b>ROPS 15-16A Beginning Available Cash Balance</b></td> <td style="text-align: right;"><b>\$973,601</b></td> </tr> </table>	ROPS 14-15B Line 7: Beginning Available Cash Balance	\$614,091	DOF Adjustment to ROPS 14-15B Line 7:	\$180,664	<b>DOF Adjusted Balance:</b>	<b>\$794,755</b>	Release of Debt Service Reserve 1993 Lease Rev	\$195,578	Year End Interest Allocation Adjustment	(\$16,732)	<b>ROPS 15-16A Beginning Available Cash Balance</b>	<b>\$973,601</b>
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<b>ROPS-Report of Prior Period Adjustments (PPA) Worksheet</b>													
Item #1	\$998,760 originally for 1/1/15 payment & transferred to trustee. After ROPS was prepared, the 2004 TABs were refunded, resulting in restricted payment dates and amounts. The 1/1/15 payment TAB payment was eliminated and the new restricted payment is now due 3/1/2015. RPTTF held with trustee, pending 3/1/2015 payment												

**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 for the Successor  
Agency to the Redevelopment Agency of the City of  
Concord for the Period July 1 – December 31, 2015**

**Resolution No. 15-028**

**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 July 1 through December 31, 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 March 3, 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 February 24, 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 July 1 – December 31, 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 February 24, 2015, by the following vote:

9 **AYES:** Board Members –

10 **NOES:** Board Members - None

11 **ABSTAIN:** Board Members – None

12 **ABSENT:** Board Members – None

13 **I HEREBY CERTIFY** that the foregoing Resolution No. 15-028 was duly and regularly  
14 adopted at a meeting of the Oversight Board for the Successor Agency City of Concord on  
15 February 24, 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 15-16A July 1 through December 31, 2015  
24  
25  
26  
27  
28