



Staff Report

Date: June 7, 2016

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Victoria Walker, Director of Community and Economic Development

Prepared by: John Montagh, Economic Development and Housing Manager
John.Montagh@cityofconcord.org
(925) 671-3082

Subject: **Considering adoption of Resolution No. 16-35 authorizing the City Manager to negotiate and enter into compensation agreements with affected taxing entities regarding distribution of net proceeds from four (4) former Concord Redevelopment Agency real properties that are now held by the City for future development**

Report in Brief

As provided in the Successor Agency to the Concord Redevelopment Agency's (Successor Agency) Long Range Property Management Plan, the Successor Agency will convey four (4) former Concord Redevelopment Agency properties to the City of Concord for retention and future development. The State of California Dissolution Law requires the City to enter into compensation agreement(s) with the affected taxing entities to ensure that each taxing entity will receive a payment "in proportion to their shares of the base property tax" from the net proceeds (if any) from the eventual disposition (sale) of the four properties. (Health & Safety Code § 34180(f)(1).)

Recommended Action

Staff recommends that the City Council adopt Resolution No. 16-35 authorizing the City Manager to negotiate and enter into compensation agreements with affected taxing entities regarding distribution of sales proceeds for certain real properties held by the City for future development.

City Council Agenda Report

Considering adopting Resolution No. 16-35 authorizing the City Manager to negotiate and enter into compensation agreements with affected taxing entities regarding distribution of future sales proceeds from four former Concord Redevelopment Agency real properties

June 7, 2016

Background

Pursuant to Assembly Bill 1X 26, as amended by AB 1484 and SB 107 (collectively, the Dissolution Law), the former Concord Redevelopment Agency (RDA) was dissolved on February 1, 2012, and the Successor Agency to the Concord Redevelopment Agency (Successor Agency) succeeded to its interests. The Successor Agency is responsible for winding down the former RDA's affairs.

On August 7, 2013, the Successor Agency received a Finding of Completion from the Department of Finance (DOF), which allowed the Successor Agency to prepare and submit a Long Range Property Management Plan (LRPMP) to the DOF for approval. The LRPMP governs the disposition and use of the former RDA's real property. The LRPMP provided for the following four (4) former RDA properties (collectively, the "Retention Properties") to be transferred from the Successor Agency to the City for retention and future development:

1. Concord Avenue Site, located at 1701 and 1711 Concord Avenue, Concord, CA 94520 (APN 112-101-022);
2. Town Center II/Galindo Street Site, located at 1753 Galindo Street, Concord, CA 94520 (APN 126-143-012);
3. Oak Street – West Site (APN 126-122-024); and
4. 1880 Market Street (Pine Street Site), located at 1880 Market Street, Concord, CA 94520 (APN 126-291-021).

The Oversight Board to the Successor Agency (Oversight Board) approved the LRPMP on November 19, 2015. The DOF subsequently approved the LRPMP on December 1, 2015. Via approval of the LRPMP by the DOF, the Retention Properties were transferred from the Successor Agency to the City of Concord.

To facilitate future sale of the Retention Properties, staff has recommended that the City Council authorize the City Manager, to accept, on behalf of the City of Concord, such grant or quitclaim deeds, certificates of acceptance or other instruments executed and recorded by the City evidencing the transfer of the properties described above from the Successor Agency to the City. This action is recommended in a separate agenda report also for consideration at the June 7, 2016 City Council meeting.

Compensation Agreement Requirement. The Dissolution Law precludes the City from keeping all of the proceeds from the disposition or sale of the Retention Properties. Instead, the Dissolution Law requires the City to reach compensation agreement(s) with the taxing entities in which it promises to pay to each taxing entity, in proportion to each taxing entity's share of the property tax base, the net proceeds from the disposition of the Retention Properties. (Health & Safety Code § 34180(f)(1).) Staff has prepared a

City Council Agenda Report

Considering adopting Resolution No. 16-35 authorizing the City Manager to negotiate and enter into compensation agreements with affected taxing entities regarding distribution of future sales proceeds from four former Concord Redevelopment Agency real properties

June 7, 2016

proposed compensation agreement that satisfies this requirement (Attachment 2), and the taxing entities are listed on page 1 of that agreement.

Analysis

The Dissolution Law requires cities that, pursuant to a LRPMP, receive and retain properties for future development to “reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to [Health and Safety Code] Section 34188, for the value of the property retained.” (Health & Safety Code § 34180(f)(1).) The approved LRPMP authorizes the City to retain and then sell or otherwise dispose of the Retention Properties for purposes future development.

With Council approval, the proposed compensation agreement would be forwarded to the approximately 20 affected taxing entities for their review and respective board consideration. The proposed compensation agreement will provide that when the Retention Properties are disposed of, the City will remit the net proceeds (if any) to the Contra Costa County Auditor-Controller for distribution to the taxing entities in accordance with each taxing entity’s pro rata share of the tax base. (See Health & Safety Code §§ 34180(f)(1), 34188.) Attachment 3 shows the taxing entities and percentage share each would receive from net sales proceeds through proposed compensation agreements.

Financial Impact

The City would receive approximately 10 percent of the net proceeds (if any) from the disposition of the Retention Properties, based on its share in the property tax base.

Public Contact

The City Council Agenda was posted.

Attachments

1. Resolution No.16-35
2. Proposed Compensation Agreement
3. Affected Taxing Entities Taxing Rate

**BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Authorizing the City Manager to Enter
into Compensation Agreements with Affected Taxing
Entities Regarding Distribution of Net Proceeds from
Disposition of Real Properties Held by the City For
Future Development Pursuant to Approved Long
Range Property Management Plan**

Resolution No. 16-35

WHEREAS, Assembly Bill 1X 26, as subsequently amended by AB 1484 and SB 107 (collectively, the “Dissolution Law”) dissolved redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*); and

WHEREAS, under the Dissolution Law, all real property owned by the Concord Redevelopment Agency (“RDA”) at dissolution passed by operation of law to the Successor Agency to the Concord Redevelopment Agency (“Successor Agency”); and

WHEREAS, Section 34191.5(b) of the Dissolution Law required the Successor Agency to prepare and submit for review and approval by the Oversight Board for the Successor Agency (“Oversight Board”) and the California Department of Finance (“DOF”) a Long-Range Property Management Plan (“LRPMP”) addressing the disposition and use of real property owned by the Successor Agency; and

WHEREAS, the Oversight Board approved the Successor Agency’s LRPMP on November 19, 2015; and

WHEREAS, the DOF approved the Successor Agency’s LRPMP by letter dated December 1, 2015; and

WHEREAS, the approved LRPMP authorizes the Successor Agency to transfer the following four properties (collectively, “Retention Properties”) to the City for retention and future development pursuant to an approved redevelopment plan under Section 34191.5(c)(2) of the Dissolution Law; and

1. Concord Avenue Site, located at 1701 and 1711 Concord Avenue, Concord, CA 94520 (APN 112-101-022);
2. Town Center II/Galindo Street Site, located at 1753 Galindo Street, Concord, CA 94520 (APN 126-143-012);

AGREEMENT FOR TAXING ENTITY COMPENSATION

This Agreement for Taxing Entity Compensation (this “**Agreement**”), dated for reference purposes as of _____, is entered into by and among the following public agencies (all of which are collectively referred to herein as the “**Parties**” and as the “**Taxing Entities**”):

City of Concord (“**City**”);
 County of Contra Costa, a political subdivision of the State of California (“**County**”);
 Contra Costa County Library;
 Contra Costa Fire Protection District;
 Contra Costa – Public Works;
 Contra Costa County Flood Control and Water Conservation District;
 Contra Costa County Water Agency;
 Contra Costa County Resource Conservation District;
 Contra Costa County Mosquito and Vector Control District;
 Central Contra Costa County Sanitary District;
 Concord/Pleasant Hill Health Care District;
 Contra Costa Water District;
 Bay Area Rapid Transit District;
 Bay Area Air Quality Management District;
 East Bay Regional Park District (“**EBRPD**”);
 Contra Costa County Superintendent of Schools (“**Superintendent**”);
 Mt. Diablo Unified School District; and
 Contra Costa County Community College District (“**CCD**”).

RECITALS

A. Pursuant to Assembly Bill x1 26, effective February 1, 2012, the Redevelopment Agency of the City of Concord (“**Redevelopment Agency**”) was dissolved, and pursuant to Health & Safety Code section 34173, the City elected to serve as the successor agency to the dissolved Redevelopment Agency (the “**Successor Agency**”).

B. Pursuant to Health and Safety Code section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (“**LRPMP**”) that addresses disposition of the real property formerly owned by the Redevelopment Agency.

C. On November 18, 2015, the LRPMP was approved by Resolution No. _____ of the Oversight Board to the Successor Agency (the “**Oversight Board**”).

D. On December 1, 2015, the State Department of Finance (“**DOF**”) approved the LRPMP.

E. Pursuant to the LRPMP, the Successor Agency will transfer certain real property assets to the City for future development, subject to entering into this Agreement with the Taxing Entities for the distribution of funds received, if any, from the sale of such properties.

NOW THEREFORE, the Parties agree as follows.

1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals which are incorporated into this Agreement by this reference. The purpose of this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the property tax base (“**Tax Base**”) for property located within the Redevelopment Project Areas (the “**Project Areas**”) formerly administered by the Redevelopment Agency.

2. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Tax Base, and are authorized to execute this Agreement on behalf of such special districts and funds as described below.

2.1 County Funds. The County administers the following special districts and funds, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following:

Contra Costa County Library
Contra Costa County Flood Control District
Contra Costa County Water Agency

2.2 County Superintendent Funds. The Superintendent administers the following special funds, and in addition to entering into this Agreement for the Superintendent itself, the Superintendent is authorized to, and has entered into and executed this Agreement on behalf of the following:

Contra Costa County Superintendent of Schools

2.1 Contra Costa Community College District. CCD administers the following special districts and funds, and in addition to entering into this Agreement for CCD itself, CCD is authorized to, and has entered into and executed this Agreement on behalf of the following:

Contra Costa Community College District

3. Parcels to be Conveyed for Development Consistent with Plans. Promptly following the Effective Date, and in consideration for the distributions to the Taxing Entities by the City through the Auditor Controller as set forth in Sections 6 and 7.1, pursuant to Health & Safety Code Section 34191.5(c)(2) the Successor Agency shall convey, and the City shall accept, all of the interest in and to the four (4) parcels that, pursuant to the LRPMP, the City shall retain for future development in accordance with the applicable Redevelopment Plans, and the Concord General Plan (all of the foregoing, collectively, the “**Plans**”). These four parcels (individually, a

“**Property**” and collectively, the “**Properties**”) are more fully described in Exhibit A. The Successor Agency shall convey the Properties by grant deed in a form reasonably acceptable to the City.

4. Parcels to be Conveyed to City for Governmental Use. The LRPMP provides that pursuant to Health & Safety Code section 34191.5(c)(2), eight (8) parcels formerly owned by the Redevelopment Agency will be conveyed by the Successor Agency to the City for continued governmental uses. No compensation will be paid to the City or to the Taxing Entities in connection with the foregoing transfers. The governmental use properties and their uses are described in Section A of the LRPMP, a copy of which has been provided to each Taxing Entity.

5. Compensation Arrangement. The City agrees that, consistent with the LRPMP, in connection with the subsequent conveyance of the Properties, the City will remit the Net Unrestricted Proceeds, if any, to the Contra Costa County Auditor-Controller for distribution to the Taxing Entities in accordance with each Taxing Entity’s pro rata share of the Tax Base.

For purposes of this Agreement “**Net Unrestricted Proceeds**” shall mean the proceeds of sale received by the City from the sale of each Property less: (i) costs incurred by City for expenses incurred in connection with the management and disposition of such Property, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers’ fees, escrow and survey charges, closing costs, title insurance, attorneys’ and consultants’ fees, and other reasonable costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Properties, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of one or more of the Properties.

6. Sale Procedures and Proceeds. The Parties acknowledge that the City is obligated to convey the Properties for development consistent with the Plans. Within a time frame determined by the City to yield a financially feasible and marketable development, and in accordance with the restrictions set forth herein, the City shall use diligent good faith efforts to select a developer for each Property, and to dispose of each Property in accordance with a Disposition and Development Agreement (“**DDA**”) that enables development of each Property in accordance with the Plans.

7. Compensation to Taxing Entities Related to Disposition Proceeds.

7.1 Distribution of Disposition Proceeds. Within fifteen (15) days after receiving the final distribution of the proceeds of the sale of each Property, the City shall remit the Net Unrestricted Proceeds for that Property to the Auditor-Controller for distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the Tax Base (the “**Applicable Shares**”), as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188.

7.2 Accounting Requirements. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds. The City shall keep complete, accurate and appropriate books and records of its calculation of the Net Unrestricted

Proceeds with respect to each Property. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Net Unrestricted Proceeds.

8. City as Taxing Entity. The Parties acknowledge that the City is a Taxing Entity for purposes of receiving funds pursuant to this Agreement.

9. Miscellaneous Provisions.

9.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

9.2 Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

9.3 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

9.4 Entire Agreement. This Agreement, including Exhibit A attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

9.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

9.6 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement

shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

9.7 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

9.8 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

9.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as indicated below.

CITY OF CONCORD, a municipal corporation

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

City Attorney

Address for Notices:

City of Concord
1950 Parkside Drive M/S 1B
Concord, CA 94519

SIGNATURES CONTINUE ON FOLLOWING PAGES.

The undersigned authorized signatory hereby executes this Agreement on behalf of the County of Contra Costa and the entities and funds set forth in Section 2.1 of this Agreement:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

County Counsel

Address for Notices:

Contra Costa County Treasurer
625 Court Street, Room 100
Martinez, CA 94553
Attention: David Twa

SIGNATURES CONTINUE ON FOLLOWING PAGES.

CONTRA COSTA COUNTY LIBRARY

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa County Library
1750 Oak Park Blvd.
Pleasant Hill, CA 94523

CONTRA COSTA FIRE PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa Fire Protection District
2010 Geary Road
Pleasant Hill, CA 94523

CONTRA COSTA COUNTY – PUBLIC WORKS

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa County – Public Works
255 Glacier Drive
Martinez, CA 94553

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, CA 94553

CONTRA COSTA COUNTY WATER AGENCY

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa County Water Agency
30 Muir Road
Martinez, CA 94553

CONTRA COSTA COUNTY RESOURCE CONSERVATION DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa County Resource Conservation District
5552 Clayton Road
Concord, CA 94521

CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

County Counsel

Address for Notices:

Contra Costa Mosquito & Vector Control District
155 Mason Circle
Concord, CA 94520
Attention: Craig Downs

CENTRAL CONTRA COSTA COUNTY SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Central Contra Costa County Sanitary District
5019 Imhoff Place
Martinez, CA 94553

CONCORD/PLEASANT HILL HEALTH CARE DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Concord/Pleasant Hill Healthcare District
1950 Parkside Drive
Concord, CA 94519

CONTRA COSTA COUNTY WATER DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa County Water District
P.O. Box H 20
Concord, CA 94520

The undersigned authorized signatory hereby executes this Agreement on behalf of Bay Area Rapid Transit District:

BAY AREA RAPID TRANSIT DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Counsel

Address for Notices:

San Francisco Bay Area Rapid Transit District
P.O. Box 12688
Oakland CA 94604-2688
Attention: Grace Crunican

The undersigned authorized signatory hereby executes this Agreement on behalf of Bay Area Air Quality Management District:

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Bay Area Air Quality Management District
939 Ellis St.
San Francisco, CA 94109
Attention: Jack Broadbent

The undersigned authorized signatory hereby executes this Agreement on behalf of East Bay Regional Park District:

EAST BAY REGIONAL PARK DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland CA 94605
Attention: Robert E. Doyle

The undersigned authorized signatory hereby executes this Agreement on behalf of each of the entities and funds set forth in Section 2.2 of this Agreement:

CONTRA COSTA COUNTY SUPERINTENDENT OF SCHOOLS

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa County Office of Education
77 Santa Barbara Road
Pleasant Hill, California 94523
Attention: Joseph A. Ovick, Ed.D

The undersigned authorized signatory hereby executes this Agreement on behalf of Mt. Diablo Unified School District:

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

The undersigned authorized signatory hereby executes this Agreement on behalf of each of the entities and funds set forth in Section 2.3 of this Agreement:

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa Community College District
500 Court Street
Martinez, CA 94553

EXHIBIT A

PROPERTY

Parcels to be conveyed to City for development consistent with the Plans:

<u>LRPMP Description</u>	<u>Address</u>	<u>APN</u>
Concord Avenue Site	1701 and 1711 Concord Ave.	112-101-022
Town Center II/Galindo Street Site	1753 Galindo Street	126-143-012
Oak Street West Site	Several	126-122-024
1880 Market Street (Pine Street Site)	1880 Market Street	126-291-021

Successor Agency to the Concord Redevelopment Agency
Affected Taxing Entities' Average Increment Allocation Factor
FY2015/16

<u>Fund</u>	<u>Description</u>	<u>Average IAF</u>
1003	County General	14.77 %
1206	County Library	1.53% 12.90
2020	CCC Fire Protection	%
2505	Flood Control CCC Water	0.18%
2520	Flood Control Zone 3B	0.72%
2825	Co Co Co Water Agency	0.04%
3102	Co Co Resource Cons	0.02%
3301	CCC Mosquito Abate Dst1	0.16%
3406	Central CC Sanitary	0.20%
3520	Concord/Pleasant Hill Healthcare	0.18%
3803	Co Co Co Water	0.48%
4009	BART	0.65%
4010	Bay Area Air Poll Cont	0.19%
4026	East Bay Regional Park	3.07% 10.72
4202	City of Concord	%
6901	County Schools Gen	0.98% 14.75
6999	K-12 ERAF	% 31.47
7501	Mt Diablo Unified Gen	%
7901	Co Co Comm College Gen	4.79%
7999	Community College ERAF	2.20% 100.00 %