



Staff Report

Date: December 6, 2016

To: City Council/City Council Sitting as the Concord/Pleasant Hill Health Care District Board

From: Valerie J. Barone, City Manager

Reviewed by: Victoria Walker, Director of Community & Economic Development
John Montagh, Economic Development & Housing Manager

Prepared by: Brian Nunnally, Business Development Manager
Brian.Nunnally@cityofconcord.org
(925) 671-3018

Subject: **Considering adoption of City Council Resolution No. 16-87 and Concord/Pleasant Hill Health Care District Resolution No. 16-012 approving a compensation agreement with the City of Concord and Concord/Pleasant Hill Health Care District for net sales proceeds from former Redevelopment Agency properties.**

Report in Brief

On November 19, 2015, the Oversight Board to the Successor Agency of the Redevelopment Agency of the City of Concord approved the Long Range Property Management Plan (“LRPMP”), and the LRPMP was subsequently approved by the California Department of Finance (“DOF”) on December 1, 2015. As specified in the LRPMP, the City of Concord has retained four key former Redevelopment Agency properties for future development. As these four properties are sold for development, the net proceeds from the sales will be distributed as specified in the LRPMP. The LRPMP stipulates that the City is required to enter into compensation agreements with the 20 affected taxing entities to memorialize the State requirement that these taxing entities receive the same proportion from the net proceeds of a sale of each of the four properties as the taxing entities received for their proportion of the base property tax.

The City of Concord and the Concord/Pleasant Hill Health Care District are two of the 20 affected taxing entities that are entitled to receive their shares of the future net sales proceeds from each of the four properties retained for future development. As such,

both the City of Concord and the Concord/Pleasant Hill Health Care District are therefore requested, via adoption of the proposed Resolutions, to enter into compensation agreements equal to their proportions of the base property tax.

Recommended Action

Adopt Resolution No. 16-87 and Resolution No. 16-012 approving a Compensation Agreement with the City of Concord and Concord/Pleasant Hill Health Care District for net sales proceeds from the future sales of four former Redevelopment Agency properties.

Background

All California Redevelopment agencies were dissolved on February 1, 2012. The Successor Agency to the Concord Redevelopment Agency (“Successor Agency”) is responsible for winding down the affairs of the former Concord Redevelopment Agency (“RDA”). AB 1484, as amended by SB 107 (collectively, the “Dissolution Law”), requires the Successor Agency to prepare a Long Range Property Management Plan that governs the disposition and use of the former RDA’s real property.

The Successor Agency prepared, and the Successor Agency’s Oversight Board and the DOF approved, a LRPMP that allowed four properties to be transferred from the Successor Agency to the City of Concord for retention and future development.

The four future development properties, shown in Attachment 5, are:

1. APN 112-101-022 (1701 and 1711 Concord Avenue)
2. APN 126-122-024 (Multiple addresses on Oak Street)
3. APN 126-143-012 (1753 Galindo Street)
4. APN 126-291-021 (1880 Market Street)

On June 7, 2016, the City Council authorized the City Manager to negotiate and enter into compensation agreements with affected taxing entities regarding distribution of net proceeds from four former Concord Redevelopment Agency real properties now held by the City for future development. However, the Council did not authorize the City Manager to enter into its own compensation agreement or into a compensation agreement for the Concord/Pleasant Hill Health Care District.

In order to disburse the net sales proceeds from the future sale of these four properties, Dissolution Law requires the City to, “reach a compensation agreement with the taxing entities to provide payments in proportion to their shares of the base property tax, as determined pursuant to [Health and Safety Code] section 34188” (Health & Safety Code § 34180(f)(1)). Staff has prepared a Compensation Agreement (Attachment 1) that satisfies these criteria for the City of Concord and the Concord/Pleasant Hill Health Care District for Council review and approval.

Analysis

The proposed Compensation Agreement requires that the City distribute the net proceeds of the sale of each of the four properties 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.” This provision satisfies the Dissolution Law by ensuring that the City of Concord and the Concord/Pleasant Hill Health Care District will receive equal percentages of the net sale proceeds as they received as their percentage shares of the tax base, as required by Health and Safety Code Section 34188. The City of Concord’s pro rata share of the base property tax is 10.72 percent and the Concord/Pleasant Hill Health Care District’s pro rata share of the base property tax is 0.18 percent.

Financial Impact

Upon completion of the sale of each of the four properties, the City of Concord and the Concord/Pleasant Hill Health Care District will each receive their pro rata shares of the net sale proceeds, which are 10.72 percent and 0.18 percent, respectively.

Public Contact

The City Council Agenda was posted.

Attachments

1. Compensation Agreement
2. City of Concord Resolution No. 16-87
3. Concord/Pleasant Hill Health Care District Resolution No. 16-012
4. Affected Taxing Entities’ Average Increment Allocation Factor
5. LRPMP Map – Future Development Properties

AGREEMENT FOR TAXING ENTITY COMPENSATION

This Agreement for Taxing Entity Compensation (this “**Agreement**”), dated for reference purposes as of _____, 2016, 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 Healthcare 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 (“**CCCCD**”).

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 19, 2015, the LRPMP was approved by Resolution No. 15-032 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
- Contra Costa County Fire Protection District

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

- K-12 ERAF

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

- Community College ERAF

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: Tim Ewell

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
625 Court Street, Room 100
Martinez, CA 94553
Attention: Tim Ewell

CONTRA COSTA FIRE PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa Fire Protection District
625 Court Street, Room 100
Martinez, CA 94553
Attention: Tim Ewell

CONTRA COSTA COUNTY – PUBLIC WORKS

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa County – Public Works
625 Court Street, Room 100
Martinez, CA 94553
Attention: Tim Ewell

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
625 Court Street, Room 100
Martinez, CA 94553
Attention: Tim Ewell

CONTRA COSTA COUNTY WATER AGENCY

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa County Water Agency
625 Court Street, Room 100
Martinez, CA 94553
Attention: Tim Ewell

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
Attn: Teresa Hunter

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: Ray Waletzko

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
Attn: Thomas Brightbill

CONCORD/PLEASANT HILL HEALTHCARE DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Concord/Pleasant Hill Healthcare District
1950 Parkside Drive
Concord, CA 94519
Attn: Valerie Barone

CONTRA COSTA COUNTY WATER DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Contra Costa Water District
P.O. Box H 20
Concord, CA 94520
Attn: Tom Cranmer

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:

Bay Area Rapid Transit District
P.O. Box 12688
Oakland CA 94604
Attention: Rosemarie Poblete

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: Stephanie Osaze

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: Bill Zenoni

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: Brenna Fleck

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
Attn: Nance Juner

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
Attn: Arzu Smith

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

**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 a Compensation Agreement with the City of
Concord Regarding Distribution of Net Proceeds
from Disposition of Real Properties Held by the City
of Concord for Future Development Pursuant to the
Approved Long Range Property Management Plan**

Resolution No. 16-87

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, 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 of Concord (“City”) for retention and future development pursuant to an approved redevelopment plan under Section 34191.5(c)(2) of the Dissolution Law:

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); and

WHEREAS, the City is required, with respect to the Retention Properties, 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 & Saf. Code § 34180(f)(1)); and

WHEREAS, the City has presented the City of Concord the proposed *Compensation Agreement* (“Agreement”) which is attached to the staff report for the City of Concord’s consideration, approval, and execution; and

WHEREAS, the Agreement requires the City to remit the net proceeds from the disposition of each of the Retention Properties 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.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES RESOLVE AS FOLLOWS:

Section 1. The City of Concord hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The City of Concord hereby approves and authorizes the City Manager, or her designee, to execute and enter into the Agreement in the form attached to the staff report, with such further minor conforming, technical or clarifying changes or revisions as may be agreed to and approved by the City Attorney. The city Manager, or her designee and City Clerk are further authorized and directed to take such further actions and execute such documents on behalf of the City of Concord as are necessary to carry out the Agreement.

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

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PASSED AND ADOPTED by the City Council of the City of Concord on December 6, 2016,
by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSTAIN: Councilmembers -

ABSENT: Councilmembers -

I HEREBY CERTIFY that the foregoing Resolution No. 16-87 was duly and regularly
adopted at a regular meeting of the City Council of the City of Concord on December 6, 2016.

Joelle Fockler, MMC
City Clerk

APPROVED AS TO FORM:

Susanne Meyer Brown
City Attorney

**BEFORE THE CONCORD/PLEASANT HILL HEALTH CARE DISTRICT
IN THE CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Authorizing the Executive Director to
Enter into A Compensation Agreement with the City
of Concord Regarding Distribution of Net Proceeds
from Disposition of Real Properties Held by the City
of Concord for Future Development Pursuant to the
Approved Long Range Property Management Plan**

Resolution No. 16-012

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, 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 of Concord (“City”) for retention and future development pursuant to an approved redevelopment plan under Section 34191.5(c)(2) of the Dissolution Law:

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); and

WHEREAS, the City is required, with respect to the Retention Properties, 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 & Saf. Code § 34180(f)(1)); and

WHEREAS, the City has presented the Concord/Pleasant Hill Health Care District with the proposed *Compensation Agreement* (“Agreement”) which is attached to the staff report for the Concord/Pleasant Hill Health Care District’s consideration, approval, and execution; and

WHEREAS, the Agreement requires the City to remit the net proceeds from the disposition of each of the Retention Properties 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.

NOW, THEREFORE, THE CONCORD/PLEASANT HILL HEALTH CARE DISTRICT DOES RESOLVE AS FOLLOWS:

Section 1. The Concord/Pleasant Hill Health Care District hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Concord/Pleasant Hill Health Care District hereby approves and authorizes the Executive Director, or her designee, to execute and enter into the Agreement in the form attached to the staff report, with such further minor conforming, technical or clarifying changes or revisions as may be agreed to and approved by the City Attorney. The Executive Director or her designee and Secretary are further authorized and directed to take such further actions and execute such documents on behalf of the Concord/Pleasant Hill Health care District as are necessary to carry out the Agreement.

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

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PASSED AND ADOPTED by the Board of Directors of the Concord/Pleasant Hill Health Care District on December 6, 2016, by the following vote:

AYES: District Board members -

NOES: District Board members -

ABSTAIN: District Board members -

ABSENT: District Board members -

I HEREBY CERTIFY that the foregoing Resolution No. 16-012 was duly and regularly adopted at a regular meeting of the Concord/Pleasant Hill Health Care District Board of Directors on December 6, 2016.

Laura M. Hoffmeister, Chair
Concord/Pleasant Hill Health Care District

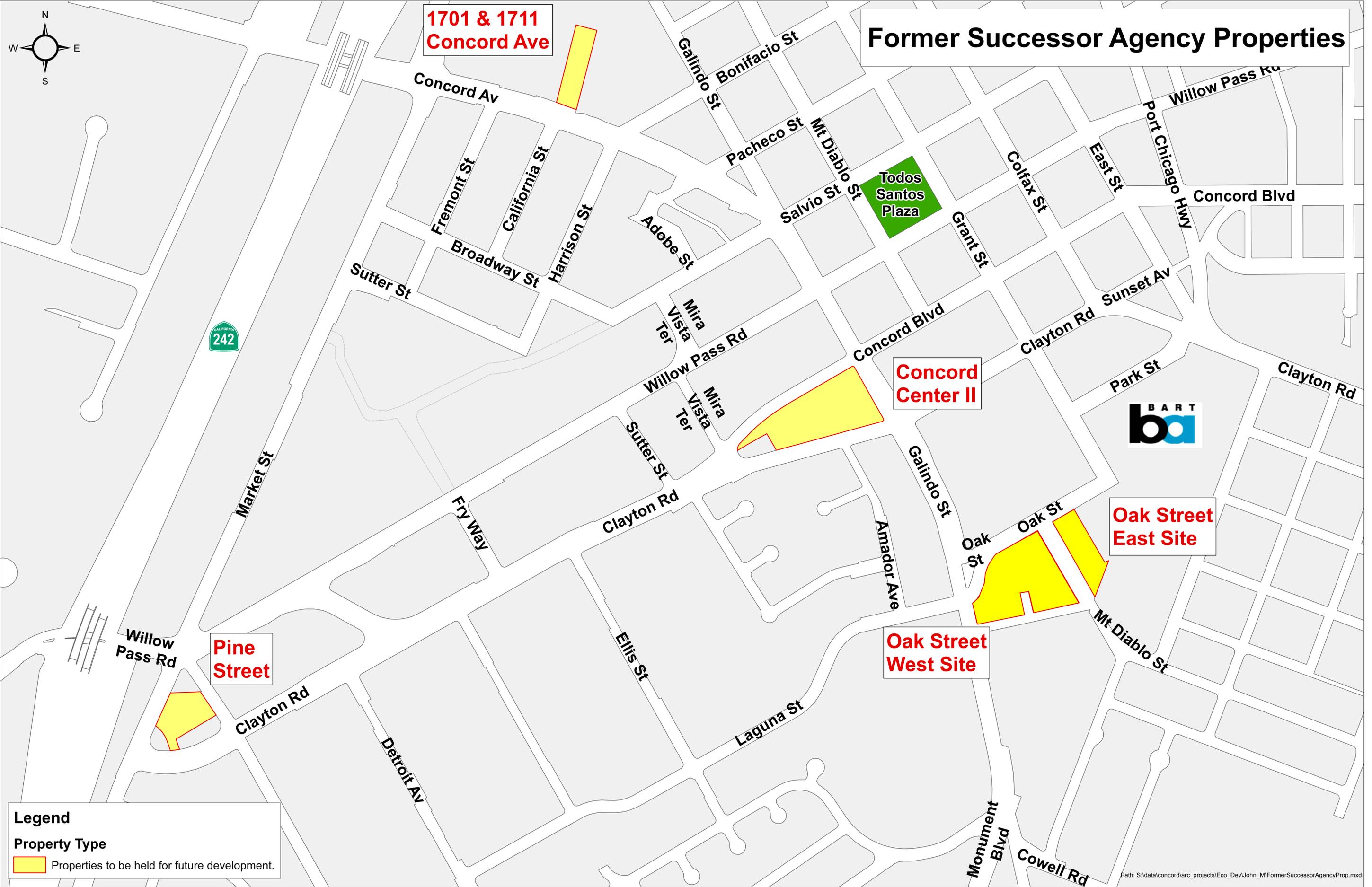
Joelle Fockler, MMC, Secretary
Concord/Pleasant Hill Health Care District

APPROVED AS TO FORM:

Susanne Meyer Brown
City Attorney

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>
		14.77
1003	County General	%
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
		%



Former Successor Agency Properties

**1701 & 1711
Concord Ave**

**Concord
Center II**

**Oak Street
East Site**

**Oak Street
West Site**

**Pine
Street**

Legend

Property Type

Properties to be held for future development.

Path: S:\data\concord\arc_projects\Eco_Dev\John_MI\FormerSuccessorAgencyProp.mxd