

**Please review agenda for
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Council meeting.**

COUNCILMEMBERS

Timothy A. McGallian, Mayor
Dominic D. Aliano, Vice Mayor
Edi E. Birsan
Laura M. Hoffmeister
Carlyn S. Obringer

Civic Center
1950 Parkside Drive
Concord, CA 94519
www.cityofconcord.org



**Regular Meeting of the
Concord City Council/City
Council Sitting as the
Local Reuse Authority**

Thursday,
December 10, 2020

6:30 p.m. - Open Session

Council Chamber
1950 Parkside Drive

The Contra Costa County Health Department has ordered individuals in Contra Costa County to "shelter in place". The California Department of Public Health issued its "Mass Gatherings Guidance on Novel Coronavirus or COVID-19" followed by a recommendation that certain gatherings in California be postponed or canceled. The Governor of the State of California issued Executive Order N-25-20 which, among other things, orders that all California residents are to "... heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19" and pursuant to Executive Order N-33-20 has ordered all individuals in California to stay home or at their place of residence with very limited exceptions. That means residents must obey State, County, and City of Concord rules and guidelines.

City of Concord Rules: The City of Concord has declared a local state of emergency due to COVID-19 and is closed to the public. This Concord City Council meeting is an essential event, therefore it has not been cancelled. However, City of Concord officials and staff will conduct this meeting telephonically or otherwise electronically. The City will **not** make available any physical location from which members of the public may observe the meeting and offer public comment. Instead, members of the public may observe and address the meeting remotely. Below is information on how to do that.

How to Watch the Meeting:

- Watch on TV on Comcast Channel 28, Wave Channel 29, and U-verse Channel 99
- Watch the TV broadcast through the City's website by following [THIS LINK](#)
- Watching Live Streaming of the meeting by following [THIS LINK](#)

How to Submit Public Comments:

Written: All comments received **before 3:00 pm the day of the meeting** will be posted on the City's website as "Correspondence" under the relevant agenda item and provided to the City Councilmembers prior to the meeting.

- Email comments to cityclerk@cityofconcord.org.
- If you are commenting on a particular **item on the agenda**, please identify the agenda item number and letter.
- If you are commenting on an **item not listed on the agenda**, please identify your comment as a General Public Comment.

To Participate in Public Comment During the Meeting:

Staff Reads Your Comments Aloud: When the Mayor opens the public comment period for the relevant agenda item, please email your comments to cityclerk@cityofconcord.org. Prominently write "Read Aloud at Meeting" at the top of the email and your comments will be read into the record (not to exceed three minutes at staff's cadence). Comments received outside of the public comment period for the relevant item will not be read aloud but will be inserted into the meeting record.

Live Remote Public Comments: Members of the public may submit a live remote public comment via Zoom video conferencing. Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking [here](#). Zoom also allows you to join the meeting by phone.

- Join the meeting at any point, but be sure you are in the meeting prior to the City Council consideration of the item on which you would like to provide comments.

From a PC, Mac, iPad, iPhone or Android:

<https://cityofconcord.zoom.us/j/97955452476?pwd=dHErNIc3bGwwZ0xUdHpYb0dxYnVwZz09>

- Webinar ID: 979 5545 2476
- Passcode: 95667
- By phone: US: +1 669 900 6833 or +1 346 348 7799 or 1 253 215 8782
- Speakers will be asked to provide their name and city of residence, although providing this is not required for participation.
- Each speaker will be afforded up to 3 minutes to speak.
- Speakers will be muted until their opportunity to provide public comment.

When the Mayor opens a public comment period on the item on which you would like to comment, please use the "raise hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide.

Open Session

1. OPENING

Roll Call

2. PUBLIC COMMENT PERIOD

This is a 15-minute Public Comment Period for items within the City Council's subject matter jurisdiction that are not on this agenda. Each speaker will be limited to approximately three minutes. State law prohibits the City Council from acting at this meeting on any matter raised during the Public Comment Period. **Please see "How to Submit Public Comments" above.**

3. CITY COUNCIL CONSENT CALENDAR

The public is entitled to address the City Council on items appearing on the Consent Calendar before or during the City Council's consideration of the Consent Calendar. Adoption of the Consent Calendar may be made by one motion of the City Council, provided that any Councilmember, individual or organization may request removal of an item from the Consent Calendar for separate consideration. If a request for removal of an item from the Consent Calendar has been received, the Mayor may defer action on the particular item and place the same on the regular agenda for consideration in any order s/he deems appropriate. **Please see "How to Submit Public Comments" above.**

- a. **Considering** – adoption of a Resolution finding that there remains a reasonable relationship between current needs for the Offsite Street Improvement Program (OSIP), Art in Public Places, and Master Storm Drain Fees and the purposes for which they were originally charged. (Government Code Section 66000 et. seq.) Recommended by the Director of Community Development.
- b. **Considering** – approval of a Professional Services Agreement with BKF Engineers in a not-to-exceed amount of \$423,280 (base agreement of \$384,800 plus staff authority to spend up to a 10% contingency of \$38,480) for project design and related services for Grant Street/East Street Pavement Rehabilitation (Project No. 2525) and authorize the City Manager to execute the agreement in a form acceptable to the City Attorney. (Gas Tax, Measure Q - Lease Revenue Bond). Recommended by the Director of Community Development.
- c. **Considering** – approval of: (1) a Professional Services Agreement with TJKM Transportation Consultants in a not-to-exceed amount of \$210,155 (base agreement of \$191,050 plus staff authority to spend up to a 10% contingency of \$19,105) for project design and related services for Willow Pass Road Signal Upgrade (Project No. 2538) and authorize the City Manager to execute the agreement in a form acceptable to the City Attorney; and (2) a budget transfer and appropriation of \$30,000 from Information Technology Replacement Fund (634) to Project No. 2538. (PEG Fees,

Measure J, IT Replacement Funds) Recommended by the Director of Community Development.

CEQA: Not a project/exempt per CEQA Guidelines Sections 15060(c), 15061(b)(3), 15378, 15262, and/or Public Resources Code Section 21065.

4. WELCOME AND INTRODUCTIONS

5. CITY COUNCIL REORGANIZATION PROCEEDINGS

The public is entitled to address the City Council on items appearing on the agenda before or during the City Council's consideration of that item. Each speaker will be limited to approximately three minutes. **Please see "How to Submit Public Comments" above.**

a. **Considering** – adoption of Resolutions

- (1) declaring and accepting the results of the November 3, 2020, General Municipal Election for the City of Concord;
- (2) authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for implementation of a local transactions and use tax (i.e. Measure V); and
- (3) authorizing the examination of sales, use and transactions tax records.

Report by Joelle Fockler, City Clerk.

b. **Comments** – on his year as Mayor. **Report by Mayor McGallian.**

c. **Oath of Office** – for Councilmembers-elect Obringer, District 2, and Birsan, District 4. **Conducted by Joelle Fockler, City Clerk.**

d. **Comments** – by Councilmembers and Treasurer.

e. **Considering** – adoption of a Resolution confirming and designating Mayor of the City of Concord. Recommended by the City Clerk.

f. **Considering** – adoption of a Resolution confirming and designating Vice Mayor. Recommended by the City Clerk.

6. LOCAL REUSE AUTHORITY REORGANIZATION CONFIRMATION

Correspondence received at the City Council meeting will be listed here on the Annotated Agenda.

a. **Consideration** – of confirmation of the designation of Mayor and Vice Mayor to serve as the Chair and Vice Chair of the Local Reuse Authority for the Concord Naval Weapons Station Reuse Plan as authorized by Resolution No. 06-01 adopted January 10, 2006. Recommended by the City Clerk.

7. ADJOURNMENT

Next Meeting: Special Meeting
Date: 12/10/2020 6:30 p.m.

NOTICE TO THE PUBLIC

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure §1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited by California law to raising only those issues you or someone else raised in the hearing or in a written correspondence delivered to the City Council prior to or at the hearing.

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 Tianjun Cao at (925) 671-3243 or Tianjun.cao@cityofconcord.org, at least 24 hours in advance of the meeting. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.



Staff Report

Date: December 8, 2020

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Andrea Ouse, Director of Community Development

Prepared by: Kevin Marstall, PE, City Engineer
Kevin.marstall@cityofconcord.org
(925) 671-3257

ZeeLaura Page, Administrative Analyst
Zeelaura.page@cityofconcord.org
(925) 671-3059

Subject: **Considering adoption of a Resolution finding that there remains a reasonable relationship between current needs for the Offsite Street Improvement Program (OSIP), Art in Public Places, and Master Storm Drain Fees and the purposes for which they were originally charged. (Government Code Section 66000 et. seq.)**

Report in Brief

Government Code Section 66006(b)(1) requires each local agency to make public a report on developer fees within 180 days after the close of each fiscal year. The City of Concord completed its year-end audit, and posted the required AB1600 report to the City's website on November 16, 2020. Section 66006(b)(2) requires each local agency to review the report at a regularly scheduled public meeting, not less than 15 days after the information is made available to the public. This public hearing to review the report meets this requirement.

State law requires the City to spend or commit developer fees within five years of collection. If fees remain unexpended or uncommitted five years after collection, the City must make a finding that a reasonable relationship still exists between the current need

for the fees and the purposes for which they were originally collected. This report satisfies the annual reporting requirement for developer fees.

Recommended Action

Adopt a Resolution (Attachment 1) finding that there remains a reasonable relationship between current needs for the Offsite Street Improvement Program (OSIP), Art in Public Places, and Master Storm Drain Fees, and the purposes for which they were originally charged (Government Code Section 66000 et seq.).

Background

AB 1600 (Statutes of 1998, Mitigation Fee Act), codified as Government Code Sections 66000 et seq. governs how public agencies collect, maintain, and spend impact fees imposed on developers for the purpose of defraying costs of public facilities. AB 1600 sets forth a number of requirements that local agencies must follow if they exact fees from developers to defray the cost of constructing public facilities related to development projects, and mandates reporting requirements for these fees. The required report consists of a brief description of the fee type in the account or fund, the amount of the fee, the beginning and ending balance of the account or fund, the amount of fees collected and the interest earned.

Through the General Plan and various fee studies, the City of Concord has established the nexus between development, the capital improvements necessary to mitigate the effects of development, and approved fees to fund the mitigation measures.

Analysis

During the previous fiscal year, the City collected certain developer fees that are subject to the reporting requirement. These developer fees are Traffic Mitigation (Off-Site Street Improvement Program (OSIP) and Bailey Road Traffic Improvements fees) and Drainage Acreage fees. The City no longer collects Arts in Public Places fees, which the Council rescinded in 1996. Although Parkland in-lieu fees are not covered by AB1600, staff has included information on the status of the Parkland in-lieu fees in this report for consistent reporting purposes only. The various fees are listed on the attached transaction report along with detailed expenditure and revenue reports for each fee the City collected (Attachment 2). Not all development projects are required to pay each fee.

There are seven reporting requirements for fees that the local agency must adhere to each fiscal year:

1. Deposit the fees collected into separate capital facilities funds or accounts for each improvement funded with impact fees in a manner to avoid co-mingling of fees with any other revenue, except for temporary investment purposes, and expend those fees solely for the purpose for which the fees were collected

(Section 66006(a)).

2. Deposit all interest income earned by the fees in the same fund; interest income must be spent solely on the purpose for which the fee was originally collected (Section 66006(a)).
3. Within 180 days after the close of each fiscal year, prepare a public report concerning each impact fee fund. Such report must include the fund's beginning and ending balance for the fiscal year, amount of fees and interest deposited into the fund for the fiscal year, and a description of each expenditure from the fund for that year, including identification of the improvement being funded (Section 66006(b)).
4. Review the report at a public meeting not less than 15 days after the report is released to the public (Section 66006(b)(2)).
5. If fees remain unexpended or uncommitted five years after being collected, the local agency is to make a finding that there remains a reasonable relationship between the current need for the fees and the purposes for which they were originally collected (Section 66001(d)).
6. Refund to current owner of lots, units or developed projects any fees, with accrued interest, for which continued need cannot be demonstrated (Section 66001(e)).
7. A local agency may not spend impact fees for maintenance or operation of improvements funded with impact fees (Section 65913.8).

The City is in compliance with all seven reporting requirements mentioned above. With respect to fees collected from developers that are not expended within five years, state law recognizes that some project costs can be of a magnitude that it takes more than five years to accrue adequate funds, or that matching funds may not be available within the five-year period.

In accordance with requirement No. 5 above, the City Council must make findings that there is a reasonable relationship between the current need for the fees and the purposes for which they were originally charged. The two fees in question are noted below in the Fund Summary section. If Council concurs that a relationship exists between the fees collected and their intended purpose, Resolution (Attachment 1) makes the necessary findings to ensure continued funding of these important programs.

Development Impact Fee Fund Summary

As required, below is a summary of each of the Development Impact Fee funds below, including fund balance and any relevant project information.

Art in Public Places Fees: The City rescinded this fee in 1996. The attached report shows a fund balance of \$98,691 from this fee. The fund supports ongoing public art projects and they will continue to be used for their intended purpose.

Traffic Mitigation Fees: As of June 30, 2020, the Traffic Mitigation Fees fund had a balance of \$2,319,802 with \$444,601 (Attachment 3) allocated to projects, leaving a fiscal year-end unallocated fund balance of \$1,875,201. These unallocated funds are a portion of the funding for current and future active projects (Attachment 4). Traffic Mitigation Fund monies are programmed as part of the Ten-Year Traffic Improvement Program (TIP), which is the long range planning and funding tool for transportation projects within the combined Fiscal Year 2019-2020 and Fiscal Year 2020-2021 Capital Improvement Budget (CIP). The total estimated Traffic Mitigation project cost for the ten-year plan is approximately \$3,045,000.

The remainder of the funding to construct the Ten-Year TIP is expected to come from traffic mitigation fees plus other sources such as Measure J, State (Caltrans), Gas Tax, SB1, City of Concord Measure Q, Federal grants, and other sources. In general, the City does not have control over the funding process of other agencies. However, the City must have adequate funds on hand to leverage and provide matching funds as required when other funds become available to the City and to maintain a competitive position to obtain the funds. The City can use the unallocated fund balance to provide matching funds at that time. If any fees are not expended within the five-year requirement, projects are programmed that will utilize development fees, thereby complying with AB 1600 requirements.

Drainage Acreage Fees: As of June 30, 2020, the City has a total unallocated fund balance of \$622,603 collected from its 11 storm drain zones. The City's Drainage Acreage fees range between \$2,178 and \$4,211 per acre, resulting in a slow build-up of developers' contributions in each of the storm drain zones. These fees are used to fund capital projects consistent with the Storm Drain Master Plan. Staff is working actively with the Federal Emergency Management Agency (FEMA) to identify improvement projects that will benefit the watersheds for these drainage areas within the City. As sufficient funds become available to complete projects, the funds will be programmed at that time.

Parking-in-Lieu Fees: On April 25, 2017, Council approved Ordinance No.17-6 amending the City of Concord Municipal Code by adopting a text amendment to the Development Code Section 18.160.050 and Section 18.160.060. Ordinance No.17-6 clarifies the review process and programs for Parking-in-Lieu Fees. In Fiscal Year 2019, the City collected Parking-in-Lieu fees for the first time under the new Concord Municipal Code amendment. However, recent case law has indicated that the payment of in-lieu fees that are voluntarily paid by a developer as an alternative to meeting City code requirements are not considered an "exaction" under the Mitigation Fee Act (or

Government Code Sections 66000 *et seq.*). Therefore, the City is not required to include Parking-in-Lieu fees on this report.

Parkland Dedication In-lieu Fee: Parkland in-lieu fees are not subject to AB1600 and its reporting requirements. However, for transparency purposes and ease of reporting, staff has included information regarding these fees at this time. The City collects Parkland in-lieu fees from residential developers who are responsible for providing parkland and recreation sources for Concord's citizens. Developers may choose to pay a fee in-lieu instead.

Given the information presented above, staff recommends that the City Council make a finding that there remains a nexus between current needs for the fees collected in the Traffic Mitigation Fees, Master Storm Drain and Arts in Public Places programs and the purposes for which the fees were originally collected.

Financial Impact

Adoption of the Resolution (Attachment 1) will allow the City to continue programming Traffic Mitigation Fees, Drainage Acreage, and Art in Public Places funds that are more than five years old. Without this Resolution, the City would need to refund these monies, and would then not be able to implement the projects identified.

Public Contact

The City Council Agenda was posted. In addition, the Building Industry Association, the Concord Chamber of Commerce, and a number of development companies were notified about the December 8, 2020, meeting to review the Fiscal Years' 2015-20 report and informed them as to the location of the report on the City's website.

Attachments

1. Resolution Finding that there Remains a Reasonable Relationship
2. Revenues & Expenditures Summary
3. Allocated/Unallocated Fund Balances
4. Transportation Improvements Program Projects with Traffic Mitigation Program Funding

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

A Resolution Finding that there Remains a Reasonable Relationship between Current Needs for the Offsite Street Improvement Program (OSIP), Art in Public Places, and Master Storm Drain Fees, and the Purposes for which they were Originally Charged (Government Code Section 66000 et seq.)

Resolution No. 20-XX

WHEREAS, the City's Transportation Element of the adopted General Plan identifies improvements necessitated by continued development in the City and an Offsite Street Improvement Program to pay for development impacts has been authorized by Sections 19.25 et seq. of the Concord Municipal Code and is implemented through Policy & Procedure No. 144; and

WHEREAS, the City has developed a Drainage Area Master Plan as part of the City's adopted General Plan Drainage Element and subdivided that area into sub-areas and thereby established specific areas of common benefit to landowners within these subdivided areas as authorized by Section 13.15 et seq.. of the Concord Municipal Code; and

WHEREAS, in 1996, the City Council rescinded the Arts in Public Places fees and subsequently directed staff to conduct a study to identify options for using the funds; and

WHEREAS, the City has established discrete accounts and fees to finance the construction of street and drainage improvements as mitigation measures for continued development within the City; and

WHEREAS, the City biennially adopts a comprehensive Capital Improvement Program to prioritize identified street and drainage improvements and allocates funds to construct the improvements as mitigation for the continued development in the City; and

WHEREAS, these improvements are scheduled to be constructed over time as sufficient funds become available; and

WHEREAS, these identified improvements are of such size that sufficient funds have not been collected or obtained in order to construct these improvements by expending fees collected within the five-year expenditure period by Government Code Section 66001(d); and

1 **WHEREAS**, there continues to be a distinct nexus between continued development and the
2 necessity to mitigate development impacts on traffic circulation and drainage; and

3 **WHEREAS**, fees collected previously and in the future as Offsite Street Improvement Fee
4 and Drainage Acreage Fees are necessary to fund identified street and drainage improvements; and

5 **WHEREAS**, fees collected previously for the Arts in Public Places fees are necessary to fund
6 Arts and Cultural Projects.

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

9 **Section 1.** The foregoing recitals are true and correct.

10 **Section 2.** The City Council of the City of Concord hereby finds the following as required by
11 Government Code Section 66001(d) and based upon review of the Annual Development Impact Fee
12 Report for FY 2019-2020:

- 13 a. The purpose of the development impact fees has been identified.
- 14 b. There is a continued need for improvements and that there is reasonable relationship
15 between the fees and the impacts for development for which the fees are collected.
- 16 c. There remains a reasonable relationship between the current need for the Offsite Street
17 Improvement Program, Master Storm Drain, and Art in Public Places fees and the purpose
18 for which they were originally identified.
- 19 d. The Sources and amounts of funding anticipated to complete the financing of
20 improvements has been identified.
- 21 e. The approximate dates for funding capital improvements are included in the City's 2019-
22 20/2020-21 Capital Improvement Program, unless the improvements are longer term
23 projects or are planned by another agency.

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

25 //

26 //

27 //

28 //

PASSED AND ADOPTED by the City Council of the City of Concord on December 8, 2020,
by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSTAIN: Councilmembers -

ABSENT: Councilmembers -

I HEREBY CERTIFY that the foregoing Resolution No. 20-XX was duly and regularly adopted at a regular meeting of the City Council of the City of Concord on December 8, 2020.

Joelle Fockler, MMC
City Clerk

APPROVED AS TO FORM:

Susanne Meyer Brown
City Attorney

OSIP CITYWIDE FUND 410
REVENUES & EXPENDITURES
FY16 to FY20

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE					
Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
Other Revenue	-	-	-	-	-
Total	\$ -				
EXPENDITURES					
Traffic Signal Geom. ImpDesign 2284	\$ 1,052	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,052	\$ -	\$ -	\$ -	\$ -
Rev/over(under) Exp	\$ (1,052)	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES (USES)					
Transfer In	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Transfers Out	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Excess(Deficiency) of Rev & Other Source Over(Under) Exp & Other Financing Uses	\$ (1,052)	\$ -	\$ -	\$ -	\$ 200,000
FUND BALANCES, JULY 1	\$ 15,860	\$ 14,808	\$ 14,808	\$ 14,808	\$ 14,808
FUND BALANCES, JUNE 30	\$ 14,808	\$ 14,808	\$ 14,808	\$ 14,808	\$ 214,808

OSIP FUND 420
REVENUES & EXPENDITURES
FY16 to FY20

	FY16	FY17	FY18	FY19	FY20
REVENUE					
Fees	\$ 217,990	\$ 496,620	\$ 53,497	\$ 264,294	\$ 658,994
Interest	2,407	6,693	9,715	18,118	22,722
Other	97	-	-	-	-
Total	\$ 220,494	\$ 503,313	\$ 63,212	\$ 282,412	\$ 681,716
EXPENDITURES					
Farm Bureau Safe Route to Schools 2251	\$ 335,729	\$ -	\$ -	\$ (247)	\$ -
Oakgrove/Sierra Traffic Signal 2293	-	-	5,711	-	-
Replace Controller /Cabinet at Signalized Intersection 2462	-	-	-	28,068	-
	\$ 335,729	\$ -	\$ 5,711	\$ 27,821	\$ -
Total	\$ (115,235)	\$ 503,313	\$ 57,501	\$ 254,591	\$ 681,716
Rev/over(under) Exp					
OTHER FINANCING SOURCES (USES)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	160,029
Total	\$ -	\$ -	\$ -	\$ -	\$ 160,029
Excess(Deficiency) of Rev & Other Source Over(Under) Exp & Other Financing Uses	\$ (115,235)	\$ 503,313	\$ 57,501	\$ 254,591	\$ 841,745
FUND BALANCES, JULY 1	\$ 249,492	\$ 134,257	\$ 637,570	\$ 695,071	\$ 949,662
FUND BALANCES, JUNE 30	\$ 134,257	\$ 637,570	\$ 695,071	\$ 949,662	\$ 1,791,407

PARKLAND ZONE A FUND 450
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE					
Fees	\$ 286,884	\$ 823,170	\$ 882,624	\$ 96,006	\$ 2,336,838
Interest	-	-	-	-	-
Total	\$ 286,884	\$ 823,170	\$ 882,624	\$ 96,006	\$ 2,336,838
EXPENDITURES					
Ellis Lake Park Playground and Pathway 2349	\$ -	\$ -	\$ 43,750	\$ -	\$ -
Meadow Homes Park Playground 2352	18,585	46,907	11,690	-	-
Concord Community Pool Deck Repairs 2388	-	-	128,852	42,957	1,710
Total	\$ 18,585	\$ 46,907	\$ 184,292	\$ 42,957	\$ 1,710
Rev/over(under) Exp	\$ 268,299	\$ 776,263	\$ 698,332	\$ 53,049	\$ 2,335,128
OTHER FINANCING SOURCES (USES)					
Transfers In (includes General Fund loan)	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	(1,042,272)	(108,557)
Total	\$ -	\$ -	\$ -	\$ (1,042,272)	\$ (108,557)
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 268,299	\$ 776,263	\$ 698,332	\$ (989,223)	\$ 2,226,571
FUND BALANCES, JULY 1	\$ 257,163	\$ 525,462	\$ 1,301,725	\$ 2,000,057	\$ 1,010,834
FUND BALANCES, JUNE 30	\$ 525,462	\$ 1,301,725	\$ 2,000,057	\$ 1,010,834	\$ 3,237,405

PARKLAND ZONE B FUND 451
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE					
Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
Other Revenue	-	-	-	-	-
 Total	 \$ -	 \$ -	 \$ -	 \$ -	 \$ -
EXPENDITURES					
	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-
	-	-	-	-	-
Meadow Homes Park Playground 2352	504	13,365	5,131	-	-
Total	\$ 504	\$ 13,365	\$ 5,131	\$ -	\$ -
 Rev/over(under) Exp	 \$ (504)	 \$ (13,365)	 \$ (5,131)	 \$ -	 \$ -
OTHER FINANCING SOURCES (USES)					
Transfers In (includes General Fund loan)	\$ -	\$ -	\$ -	\$ 1,042,272	\$ -
Transfers Out	-	-	-	-	-
 Total	 \$ -	 \$ -	 \$ -	 \$ 1,042,272	 \$ -
Excess(Deficiency) of Rev and Other Sources					
Over(Under) Exp & Other Financing Uses	\$ (504)	\$ (13,365)	\$ (5,131)	\$ 1,042,272	\$ -
Balance Sheet Changes					
FUND BALANCES, JULY 1	\$ (1,023,272)	\$ (1,023,776)	\$ (1,037,141)	\$ (1,042,272)	\$ -
FUND BALANCES, JUNE 30	<u>\$ (1,023,776)</u>	<u>\$ (1,037,141)</u>	<u>\$ (1,042,272)</u>	<u>\$ -</u>	<u>\$ -</u>

STORM DRAIN #1 FUND 430
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest		\$ 83	\$ 117	\$ 126	\$ 173	\$ 260
Total	\$ 83	\$ 117	\$ 126	\$ 173	\$ 260	\$ 247
EXPENDITURES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -					
Rev/over(under) Exp	\$ 83	\$ 117	\$ 126	\$ 173	\$ 260	\$ 247
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out						
Total	\$ -					
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 83	\$ 117	\$ 126	\$ 173	\$ 260	\$ 247
FUND BALANCES, JULY 1	\$ 11,540	\$ 11,623	\$ 11,740	\$ 11,866	\$ 12,039	\$ 12,299
FUND BALANCES, JUNE 30	\$ 11,623	\$ 11,740	\$ 11,866	\$ 12,039	\$ 12,299	\$ 12,546

STORM DRAIN #92 FUND 431
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ 12,327	\$ -	\$ -
Interest	587	823	890	1,284	2,561	2,433
Total	\$ 587	\$ 823	\$ 890	\$ 13,611	\$ 2,561	\$ 2,433
EXPENDITURES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev/over(under) Exp	\$ 587	\$ 823	\$ 890	\$ 13,611	\$ 2,561	\$ 2,433
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ 21,502	\$ -	\$ -
Transfers Out	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ 21,502	\$ -	\$ -
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 587	\$ 823	\$ 890	\$ 35,113	\$ 2,561	\$ 2,433
FUND BALANCES, JULY 1	\$ 81,137	\$ 81,724	\$ 82,547	\$ 83,437	\$ 118,550	\$ 121,111
FUND BALANCES, JUNE 30	\$ 81,724	\$ 82,547	\$ 83,437	\$ 118,550	\$ 121,111	\$ 123,544

STORM DRAIN #5 FUND 432
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 268	\$ 376	\$ 406	\$ 556	\$ 835	\$ 793
Total	\$ 268	\$ 376	\$ 406	\$ 556	\$ 835	\$ 793
EXPENDITURES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -					
Rev/over(under) Exp	\$ 268	\$ 376	\$ 406	\$ 556	\$ 835	\$ 793
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -					
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 268	\$ 376	\$ 406	\$ 556	\$ 835	\$ 793
FUND BALANCES, JULY 1	\$ 37,048	\$ 37,316	\$ 37,692	\$ 38,098	\$ 38,654	\$ 39,489
FUND BALANCES, JUNE 30	\$ 37,316	\$ 37,692	\$ 38,098	\$ 38,654	\$ 39,489	\$ 40,282

STORM DRAIN #7 FUND 433
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 17	\$ 23	\$ 25	\$ 41	\$ 121	\$ 116
Total	\$ 17	\$ 23	\$ 25	\$ 41	\$ 121	\$ 116
EXPENDITURES						
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev/over(under) Exp	\$ 17	\$ 23	\$ 25	\$ 41	\$ 121	\$ 116
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ 3,214	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ 3,214	\$ -	\$ -
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other						
Financing Uses	17	23	25	3,255	121	116
FUND BALANCES, JULY 1	\$ 2,318	\$ 2,335	\$ 2,358	\$ 2,383	\$ 5,638	\$ 5,759
FUND BALANCES, JUNE 30	\$ 2,335	\$ 2,358	\$ 2,383	\$ 5,638	\$ 5,759	\$ 5,875

STORM DRAIN #22 FUND 434
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest		289		405		438
					599	
						900
Total	\$ 289	\$ 405	\$ 438	\$ 599	\$ 900	\$ 855
EXPENDITURES						
Operational Storm Drain Fees	\$ -	\$ -	\$ -	\$ 170	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ 170	\$ -	\$ -
Rev/over(under) Exp	\$ 289	\$ 405	\$ 438	\$ 429	\$ 900	\$ 855
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out						
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 289	\$ 405	\$ 438	\$ 429	\$ 900	\$ 855
FUND BALANCES, JULY 1	\$ 39,919	\$ 40,208	\$ 40,613	\$ 41,051	\$ 41,480	\$ 42,380
FUND BALANCES, JUNE 30	\$ 40,208	\$ 40,613	\$ 41,051	\$ 41,480	\$ 42,380	\$ 43,235

STORM DRAIN #23 FUND 435
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ 15,949	\$ 22,441	\$ 7,399	\$ 3,184	\$ 22,649	\$ 8,712
Interest	892	1,540	1,771	2,680	2,823	2,984
Total	\$ 16,841	\$ 23,981	\$ 9,170	\$ 5,864	\$ 25,472	\$ 11,696
EXPENDITURES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev/over(under) Exp	\$ 16,841	\$ 23,981	\$ 9,170	\$ 5,864	\$ 25,472	\$ 11,696
OTHER FINANCING SOURCES (USES)						
Transfers In from fund 441	\$ -	\$ -	\$ -	\$ 114	\$ -	\$ -
Transfers Out	-	-	-	(57,648)	-	-
Total	\$ -	\$ -	\$ -	\$ (57,534)	\$ -	\$ -
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 16,841	\$ 23,981	\$ 9,170	\$ (51,670)	\$ 25,472	\$ 11,696
FUND BALANCES, JULY 1	\$ 120,758	\$ 137,599	\$ 161,580	\$ 170,750	\$ 119,080	\$ 144,552
FUND BALANCES, JUNE 30	<u>\$ 137,599</u>	<u>\$ 161,580</u>	<u>\$ 170,750</u>	<u>\$ 119,080</u>	<u>\$ 144,552</u>	<u>\$ 156,248</u>

STORM DRAIN #50 FUND 436
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	336	471	509	697	1,047	994
Total	\$336	\$471	\$509	\$697	\$1,047	\$994
EXPENDITURES						
	\$0	\$0	\$0	\$0	\$0	\$0
	-	-	-	-	-	-
	-	-	-	-	-	-
Total	\$ -					
Rev/over(under) Exp	\$ 336	\$ 471	\$ 509	\$ 697	\$ 1,047	\$ 994
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-	-
Total	\$ -					
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 336	\$ 471	\$ 509	\$ 697	\$ 1,047	\$ 994
FUND BALANCES, JULY 1	\$ 46,447	\$ 46,783	\$ 47,254	\$ 47,763	\$ 48,460	\$ 49,507
FUND BALANCES, JUNE 30	\$ 46,783	\$ 47,254	\$ 47,763	\$ 48,460	\$ 49,507	\$ 50,501

STORM DRAIN #90 FUND 437
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ 1,024	\$ -	\$ -
Interest				61	662	629
Total	\$ -	\$ -	\$ 1	\$ 1,085	\$ 662	\$ 629
EXPENDITURES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev/over(under) Exp	\$ -	\$ -	\$ 1	\$ 1,085	\$ 662	\$ 629
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ 29,498	\$ -	\$ -
Transfers Out						
Total	\$ -	\$ -	\$ -	\$ 29,498	\$ -	\$ -
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ -	\$ -	\$ 1	\$ 30,583	\$ 662	\$ 629
FUND BALANCES, JULY 1	\$ 50	\$ 50	\$ 50	\$ 50	\$ 30,633	\$ 31,295
FUND BALANCES, JUNE 30	\$ 50	\$ 50	\$ 51	\$ 30,633	\$ 31,295	\$ 31,924

STORM DRAIN #33A FUND 438
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 903	\$ 1,266	\$ 1,368	\$ 1,873	\$ 2,812	\$ 2,674
Total	\$ 903	\$ 1,266	\$ 1,368	\$ 1,873	\$ 2,812	\$ 2,674
EXPENDITURES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -					
Rev/over(under) Exp	\$ 903	\$ 1,266	\$ 1,368	\$ 1,873	\$ 2,812	\$ 2,674
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -					
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 903	\$ 1,266	\$ 1,368	\$ 1,873	\$ 2,812	\$ 2,674
FUND BALANCES, JULY 1	\$ 124,787	\$ 125,690	\$ 126,956	\$ 128,324	\$ 130,197	\$ 133,009
FUND BALANCES, JUNE 30	\$ 125,690	\$ 126,956	\$ 128,324	\$ 130,197	\$ 133,009	\$ 135,683

STORM DRAIN #128 FUND 439
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ 21	\$ -	\$ -	\$ -	\$ -
Interest	\$ 59	\$ 83	\$ 89	\$ 140	\$ 396	\$ 378
Total	\$ 59	\$ 104	\$ 89	\$ 140	\$ 396	\$ 378
EXPENDITURES						
Operational Storm Drain Fees	\$ -	\$ -	\$ -	\$ 5,205	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ 5,205	\$ -	\$ -
Rev/over(under) Exp	\$ 59	\$ 104	\$ 89	\$ (5,065)	\$ 396	\$ 378
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -					
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 59	\$ 104	\$ 89	\$ (5,065)	\$ 396	\$ 378
FUND BALANCES, JULY 1	\$ 8,146	\$ 8,205	\$ 8,309	\$ 8,398	\$ 3,333	\$ 3,729
FUND BALANCES, JUNE 30	<u>\$ 8,205</u>	<u>\$ 8,309</u>	<u>\$ 8,398</u>	<u>\$ 3,333</u>	<u>\$ 3,729</u>	<u>\$ 4,107</u>

STORM DRAIN #33B FUND 440
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	429	602	651	897	1,412	1,342
Total	\$ 429	\$ 602	\$ 651	\$ 897	\$ 1,412	\$ 1,342
EXPENDITURES						
Operational Storm Drain Fees	\$ -	\$ -	\$ -	\$ 13,690	\$ -	\$ -
	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ 13,690	\$ -	\$ -
Rev/over(under) Exp	\$ 429	\$ 602	\$ 651	\$ (12,793)	\$ 1,412	\$ 1,342
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ 3,434	\$ -	\$ -
Transfers Out	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ 3,434	\$ -	\$ -
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 429	\$ 602	\$ 651	\$ (9,359)	\$ 1,412	\$ 1,342
FUND BALANCES, JULY 1	\$ 59,359	\$ 59,788	\$ 60,390	\$ 61,041	\$ 51,682	\$ 53,094
FUND BALANCES, JUNE 30	\$ 59,788	\$ 60,390	\$ 61,041	\$ 51,682	\$ 53,094	\$ 54,436

STORM DRAIN ZONE 23/24 FUND 441
REVENUES & EXPENDITURES
FY16 to FY20
See fund 435

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE						
Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 1	\$ 1	\$ 1	\$ 1	\$ -	\$ -
Total	\$ 1	\$ 1	\$ 1	\$ 1	\$ -	\$ -
EXPENDITURES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev/over(under) Exp	\$ 1	\$ 1	\$ 1	\$ 1	\$ -	\$ -
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ (114)	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ (114)	\$ -	\$ -
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 1	\$ 1	\$ 1	\$ (113)	\$ -	\$ -
FUND BALANCES, JULY 1	\$ 110	\$ 111	\$ 112	\$ 113	\$ 0	\$ 0
FUND BALANCES, JUNE 30	\$ 111	\$ 112	\$ 113	\$ 0	\$ 0	\$ 0

TRAFFIC MITIGATION BAILEY RD IMPROVEMENTS FUND 461
 REVENUES & EXPENDITURES
 FY16 to FY20

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE					
Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	2,926	3,162	4,329	6,500	6,176
Other	-	-	-	-	-
Total	\$ 2,926	\$ 3,162	\$ 4,329	\$ 6,500	\$ 6,176
EXPENDITURES					
Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -				
Rev/over(under) Exp	\$ 2,926	\$ 3,162	\$ 4,329	\$ 6,500	\$ 6,176
OTHER FINANCING SOURCES (USES)					
Operating transfers in	\$ -	\$ -	\$ -	\$ -	\$ -
Operating transfers out	-	-	-	-	-
Total	\$ -				
Excess(Deficiency) of Rev and Other Sources Over(Under) Exp & Other Financing Uses	\$ 2,926	\$ 3,162	\$ 4,329	\$ 6,500	\$ 6,176
FUND BALANCES, JULY 1	\$ 290,494	\$ 293,420	\$ 296,582	\$ 300,911	\$ 307,411
FUND BALANCES, JUNE 30	\$ 293,420	\$ 296,582	\$ 300,911	\$ 307,411	\$ 313,587

ART IN PUBLIC PLACES FUND 285
REVENUES & EXPENDITURES
FY16 to FY20

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
REVENUE					
Fees	\$ -	\$ -	\$ -	\$ 48,000	\$ -
Interest	\$ 371	\$ 268	\$ 495	\$ 1,231	\$ 1,569
Other	\$ -	\$ 10,000	\$ -	\$ -	\$ 20,600
Total	\$ 371	\$ 10,268	\$ 495	\$ 49,231	\$ 22,169
EXPENDITURES					
Todos Santsos Utility Box Art	\$ -	\$ -	\$ -	\$ -	\$ -
Todos Santos Archway 2294	\$ -	\$ -	\$ -	\$ -	\$ 7,141
Total	\$ 37,224	\$ 2,000	\$ -	\$ -	\$ 7,141
Rev/over(under) Exp	\$ (36,853)	\$ 8,268	\$ 495	\$ 49,231	\$ 15,028
OTHER FINANCING SOURCES (USES)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -				
Excess(Deficiency) of Rev and Other Sources					
Over(Under) Exp & Other Financing Uses	\$ (36,853)	\$ 8,268	\$ 495	\$ 49,231	\$ 15,028
FUND BALANCES, JULY 1	\$ 62,522	\$ 25,669	\$ 33,937	\$ 34,432	\$ 83,663
FUND BALANCES, JUNE 30	\$ 25,669	\$ 33,937	\$ 34,432	\$ 83,663	\$ 98,691

FUND	FUND (*) BALANCE	RESERVED	ASSIGNED	TOTAL	
				ALLOCATED FUND BALANCE (B+C)	UNALLOCATED FUND BALANCE (A-D)
285 ART IN PUBLIC PLACES	98,691.00	0	0	0	98,691
410 OSIP CITY WIDE	214,808	0	103,228	103,228	111,580
420 OSIP *	1,791,407	0	99,373	99,373	1,692,034
461 TRAFFIC MITIGATION BAILEY RD IMI	313,587	0	242,000	242,000	71,587
Total	2,319,802	0	444,601	444,601	1,875,201
430 STORM DRAIN 1	12,546	0	0	0	12,546
431 STORM DRAIN 92	123,544	0	0	0	123,544
432 STORM DRAIN 5	40,282	0	35,545	35,545	4,737
433 STORM DRAIN 7	5,875	0	233	233	5,642
434 STORM DRAIN 22	43,235	0	0	0	43,235
435 STORM DRAIN 23	156,248	0	0	0	156,248
436 STORM DRAIN 50	50,501	0	0	0	50,501
437 STORM DRAIN 90	31,924	0	0	0	31,924
438 STORM DRAIN 33A	135,683	0	0	0	135,683
439 STORM DRAIN 128	4,107	0	0	0	4,107
440 STORM DRAIN 33B	54,436	0	0	0	54,436
Total	658,381	0	35,778	35,778	622,603
Quimby Act Fees AB1359					
450 PARKLAND ZONE A	3,237,405	0	134,549	134,549	3,102,856
451 PARKLAND ZONE	0	0	0	0	0
Total	3,237,405	0	134,549	134,549	3,102,856
TOTAL OSIP and Mitigation Fees					
Subject to AB1600	2,978,183	0	480,379	480,379	2,497,804
TOTAL ALL FEES	6,314,279	0	614,928	614,928	5,699,351

* New OSIP fund created by ordinance 05-05 amending Concord Municipal Code Chapter 78 Article VI Council Agenda 7-26-2005

Transportation Improvement Program Projects
Funded with Offsite Improvement Program (OSIP) Funds and Other Traffic
Mitigation Funds
Capital Improvement Budget (CIP) FY2020-2021 - FY2021-2022

Project Name	Year of Completion	Traffic Mitigation 10-Year Total	10-Year Project Total
Bailey Road Traffic Improvements	Not Yet Scheduled	\$0.00	\$2,283,000
Replace Controller/Cabinet at Signalized Intersection	2025	\$250,000	\$350,000
Traffic Safety and Traffic Calming	2025	\$0	\$350,000
Off-Site Street Improvement Program (OSIP) Update	2021	\$360,000	\$360,000
TOTAL		\$610,000	\$3,343,000



3.b

Staff Report

Date: December 8, 2020

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Andrea Ouse, Director of Community Development
Kevin Marstall, PE, City Engineer
Bernard Enrile, PE, Capital Improvement Program Manager

Prepared by: Aldrich Bautista, PE, Associate Civil Engineer
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(925) 671-3028

Subject: **Considering approval of a Professional Services Agreement with BKF Engineers in a not-to-exceed amount of \$423,280 (base agreement of \$384,800 plus staff authority to spend up to a 10% contingency of \$38,480) for project design and related services for Grant Street/East Street Pavement Rehabilitation (Project No. 2525) and authorize the City Manager to execute the agreement in a form acceptable to the City Attorney. (Gas Tax, Measure Q - Lease Revenue Bond)**

CEQA: Not a project/exempt per CEQA Guidelines Sections 15060(c), 15061(b)(3), 15378, 15262, and/or Public Resources Code Section 21065.

Report in Brief

The Grant Street/East Street Pavement Rehabilitation, Project No. 2525 will involve pavement rehabilitation on Grant Street from Broadmoor Avenue to High School Avenue, and East Street from High School Avenue to Salvio Street. The project will consider construction of complete streets elements and fiber optic conduits.

The design firm was selected through a competitive process and BKF Engineers (BKF) was selected as the most qualified firm to provide design and related services for the project. BKF has extensive experience in civil engineering design and surveying.

Recommended Action

Approve a Professional Services Agreement with BKF Engineers of Walnut Creek, CA (Attachment 2) in the not-to-exceed amount of \$423,280 (base agreement of \$384,800 plus staff authority to spend up to a 10% contingency of \$38,480) for project design and related services for Grant Street/East Street Pavement Rehabilitation (Project No. 2525); and authorize the City Manager to execute the agreement in a form acceptable to the City Attorney.

Background

The Grant Street/East Street Pavement Rehabilitation, Project No. 2525 will involve pavement rehabilitation on Grant Street from Broadmoor Avenue to High School Avenue, and East Street from High School Avenue to Salvio Street. Work will also include the installation/upgrades of curb ramps at intersections, minor concrete repairs, adjustment of utilities, replacement of traffic signal loops with vehicle detection cameras, adjustment of pedestrian push buttons to meet accessibility standards, restriping, and installation of high visibility crosswalks as shown on the Bike and Pedestrian Safe Routes to Transit Master Plan.

Grant Street (from High School Avenue to Broadmoor Avenue) was selected for treatment as identified in Year 4 of the 2018 Five-Year Pavement Expenditure Plan. A portion of East Street (from Salvio Street to High School Avenue) has recently deteriorated more rapidly than previously anticipated; therefore, the design is included, with construction as a bid alternative subject to funding.

The Bike and Pedestrian Safe Routes to Transit Master Plan lists Grant Street from Broadmoor Avenue to Gill Drive as a "complete streets study" section. The design will incorporate the potential connection of the existing Class III bike route on Solano Way to Mount Diablo High School with a potential Class II bike facility. On a Class III bike route, bicyclists and motor vehicles share the same roadway space, whereas Class II bikeways provide on-street lanes with an exclusive space for bicyclists. Both facilities use a combination of pavement markings, signage, and other traffic calming measures to safely guide bicycles to their destination.

The project falls within the City of Concord Broadband Master Plan. Both Grant Street and East Street are designated as part of "Phase 2 -- Enhance Traffic System Infrastructure". The design for this project will include preparing additive bid items for possible award of construction to install fiber optic conduits in accordance with the plan, depending upon funding.

Analysis

Engineering design services are needed to initiate project design, and develop project plans, specifications, and final construction cost estimates. The vicinity map for the project is shown as Attachment 1.

The preliminary schedule calls for design to begin in December 2020 and be completed in fall 2021, with construction substantially completed by the end of 2022.

Procurement Process

Staff issued a request for proposals (RFP) to select a design consultant and related services on September 8, 2020. The RFP was advertised in the local newspaper and on the City's Procurement Website. Eight consultants submitted proposals and were reviewed and ranked by the selection committee.

Based on the analysis of the proposals, interviews, and references, BKF was selected as the most qualified firm to provide design and related services for this project. City staff and BKF negotiated the scope of work, cost of the services, and agreed that \$384,800 was fair and reasonable compensation for the services needed to complete the design phase of this project. BKF has extensive experience in the design of similar civil engineering projects and surveying. They successfully completed the design of several similar Capital Improvements with the City, with the most recent completed project Farm Bureau Road Complete Streets - Phase 2 (Wren Ave to Walnut Ave), Project No. 2354.

Financial Impact

The current project budget, which included Gas Tax (Fund 260) and Measure Q - Lease Revenue Bond (Fund 408), is sufficient to fully fund the cost of this design work. The estimated total costs for design and construction of this project is \$2,750,000. The project was created and funded as part of the 2-Year CIP Budget and 5-Year Capital Improvement Plan for FY 2020-2025 approved by City Council on June 2, 2020.

Environmental Determination

Pursuant to CEQA Guidelines Sections 15060(c), 15061(b)(3), 15378, 15262, and/or Public Resources Code Section 21065, acceptance and appropriation of this funding is not subject to environmental review under the California Environmental Quality Act (CEQA) of 1970, as amended, as it does not constitute a "project," does not commit the City to a definite course of action, does not constitute discretionary approval of a specific project, and will not result in a direct or reasonably foreseeable indirect physical change in the environment, falls within the "Common Sense" CEQA exemption, and in the alternative is exempt from CEQA. No unusual circumstances exist and none of the exceptions under CEQA Guidelines Section 15300.2 apply. This determination reflects the City's independent judgment and analysis. Individual projects will undergo CEQA analysis as necessary.

Public Contact

The City Council Agenda was posted.

Attachments

1. Vicinity Map

City Council Agenda Report

Agenda Item No. 3.b

December 8, 2020

2. Professional Services Agreement with BKF Engineers



Project Location Map

Grant Street/East Street Pavement Rehabilitation – Project No. 2525

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is entered into on December 8, 2020 between the City of Concord (“CITY”) and **BKF Engineers, 1646 N. California Boulevard, Suite 400, Walnut Creek, CA 94596** (“CONSULTANT”).

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

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

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

1. **TERM.** This Agreement shall commence on December 8, 2020 and expire on June 30, 2022.

2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by the CITY's Authorized Representative, CONSULTANT shall provide civil design services for **Grant Street/East Street Pavement Rehabilitation, Project No. 2525** described in detail in Exhibit A, a proposal from **BKF Engineers** dated **November 3, 2020**, attached hereto and made a part hereof. CITY retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit A. However, in no event shall the amount CITY pays CONSULTANT exceed four hundred twenty-three thousand two hundred eighty dollars (\$423,280.00) for the term of this Agreement. The total includes the sum of the base contract of three hundred eighty-four thousand eight hundred dollars (\$384,800.00) and a 10% contingency of thirty-eight thousand four hundred eighty dollars (\$38,480.00). Any Amendment to this Agreement that includes an increase to this compensation amount shall be made in accordance with Section 5 below.

CONSULTANT may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period. It is intended that CITY review such statement and pay CONSULTANT for services rendered within 30 days of

receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the time of payment.

4. AUTHORIZED REPRESENTATIVES. Authorized representatives shall represent CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by CONSULTANT under this Agreement except where approval for the CITY is specifically required by the City Council. The CITY's authorized representative is Kevin Marstall, City Engineer of the Community Development Department. The CONSULTANT's authorized representative is **Dan Schaefer, Principal / Vice President.**

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

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

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

6. **INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall have

1 any control over the manner by which the CONSULTANT performs this Agreement and shall only
2 dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT or its
3 agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT shall
4 have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as an
5 agent, and shall have no authority, express or implied, to bind the CITY to any obligation whatsoever,
6 unless otherwise provided in this Agreement.

7 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
8 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be employees
9 or subcontractors of CONSULTANT and shall not be construed as employees or agents of the CITY in
10 any respect. CONSULTANT shall receive no premium or enhanced pay for work normally understood
11 as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-
12 standard business hours, such as in the evenings or on weekends. CONSULTANT shall not receive a
13 premium or enhanced pay for work performed on a recognized holiday. CONSULTANT shall not
14 receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave,
15 or for any other form of absence. CONSULTANT shall pay all taxes, assessments and premiums under
16 the federal Social Security Act, any applicable unemployment insurance contributions, Workers
17 Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or
18 assessments now or hereafter in effect and payable by reason of or in connection with the services to be
19 performed by CONSULTANT.

20 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
21 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of Work
22 and that such services shall be performed in an expeditious manner, and with the degree of skill and
23 care that is required by current, good, and sound procedures and practices. CONSULTANT further
24 agrees that the services shall be in conformance with generally accepted professional standards
25 prevailing at the time work is performed.

26 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
27 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
28

Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S representative as the person primarily responsible for the day-to-day performance of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the quality and timeliness of performance of the services, notwithstanding any permitted or approved delegation hereunder.

9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS. All documents furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect to this project. They are not intended nor are represented to be suitable for reuse by others except CITY on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such unauthorized reuse.

CONSULTANT's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the CONSULTANT under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

10. INDEMNIFICATION.

A. For Design Professional Services Only. Pursuant to California Civil Code Section 2782.8, CONSULTANT agrees to indemnify the CITY (including its officers, agents, employees and volunteers) against liability for claims against the CITY that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement. The CONSULTANT will reimburse the CITY for any expenditures, including reasonable attorney fees, incurred by the CITY in defending against claims ultimately determined to arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

B. For All Other Services. CONSULTANT agrees to defend, indemnify and hold harmless the CITY (including its officers, officials, employees, agents and volunteers) from and against all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the CONSULTANT's performance under the terms of this Agreement. This indemnification obligation on CONSULTANT's part shall not apply to the demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful misconduct on the part of the CITY.

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

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

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

C. **Professional Liability Coverage (Errors and Omissions).** CONSULTANT shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions

1 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
2 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made annual
3 aggregate basis or a combined single limit per occurrence basis.

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

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

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

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

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

23 **(2) Primary Coverage.** CONSULTANT'S insurance coverage shall be
24 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
25 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
26 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
27 with it.

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

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

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

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

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

1 performed as of the effective date of the termination.

2 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
3 CONSULTANT agrees as follows:

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

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

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

18 **16. CONFLICT OF INTEREST.**

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

27 B. CONSULTANT is not a designated employee within the meaning of the Political
28

Reform Act because CONSULTANT:

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

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

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

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

19. NON-WAIVER. The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

20. ENFORCEABILITY; INTERPRETATION. In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though

1 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
2 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

3 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
4 incorporated herein by reference. The Agreement contains the entire agreement and understanding
5 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
6 contemporaneous agreements, commitments, representation, writings, and discussions between
7 CONSULTANT and CITY, whether oral or written.

8 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
9 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
10 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT shall
11 not assign or transfer any interest in the Agreement without the CITY's prior written consent, which
12 consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this
13 provision shall be void. This Agreement is not intended and shall not be construed to create any third
14 party benefit. This Agreement is not intended and shall not be construed to create a joint venture or
15 partnership between the parties. CONSULTANT, its officers, employees and agents shall not have any
16 power to bind or commit the CITY to any decision.

17 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
18 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a
19 generally recognized accounting basis and made available to CITY if and when required.

20 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage
21 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's
22 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,
23 respectively, designate in a written notice given to the other. Notice shall be deemed received three (3)
24 days after the date of the mailing thereof or upon personal delivery.

25 To CITY:

26 **Kevin Marstall, City Engineer**
27 **Community Development Department**
28 **City of Concord**
29 **1950 Parkside Drive**

Concord, CA 94519-2578
Phone: (925) 671-3257
Fax: (925) 798-8692

To CONSULTANT:

**Dan Schaefer, Principal / Vice President
BKF Engineers
1646 N. California Blvd., Suite 400
Walnut Creek, Ca 94596
Phone: 925-940-2200
Fax: 925-940-2299**

25. NON-LIABILITY. No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

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

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

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: _____

Name: Daniel Schaefer
Title: Principal / Vice President
Address: 1646 N. California Blvd., Suite
Walnut Creek, Ca 94596
Telephone: (925)940-2200
Email: dschaefer@bkf.com

By: _____
Name: Valerie Barone
Title City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925)671-3150

1 APPROVED AS TO FORM:

2 ATTEST:

3 City Attorney

City Clerk

5 Date: _____, 2020

7 FINANCE DIRECTOR'S CERTIFICATION:

8 Concord, California

9 Date: _____, 2020

10 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
11 DURING THE CURRENT FISCAL YEAR 2020/21 TO PAY THE ANTICIPATED
12 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

THE SUM OF \$423,280

13 Account Code: 4089500C999-74500 / 4082525113-74500 \$423,280

16 Finance Director's Signature

November 3, 2020
BKF No 20201613

Subject: Grant Street/East Street Pavement Rehabilitation; PJ 2525: PS&E Design Services

A. Detailed Work Plan

We have prepared the following work plan that emphasizes key components of our approach to analyze the existing conditions and develop the design. Our team recognizes that it may be necessary to alter the scope as the project progresses and would be happy to work with you and other stakeholders as necessary to adapt our services ensuring the successful completion of the project. Our proposed estimated level of effort is attached.

1. PROJECT MANAGEMENT

- 1.1. Project Management:** BKF will manage the design team as well as track progress, schedule, and budget. BKF will be responsible for documenting all design decisions and keeping an official record of the project. BKF will submit monthly progress reports identifying tasks completed, budget status, and issues status.
- 1.2. Coordination and Meetings:** BKF will attend meetings with City staff to coordinate the design (we have allocated time for 10 meetings). We assume that there will be a weekly or bi-weekly conference call to provide update and feedback on the project task items.
- 1.3. Public Outreach and Exhibits:** We have allocated time for one virtual community meeting and one virtual BPAC meeting. Additionally, we have allocated time to have separate stakeholder meetings with the City and the school and the hospital (one each).
- 1.4. Administration and QA/QC:** A senior member of BKF's team from our office in Walnut Creek will perform an independent quality control review of the team's documents prior to submittal. There is NO cost for this task.

2. PREPARE BASE MAPS AND PLAN SHEETS

2.1. Survey and Base Studies:

- 2.1.1. Base Studies:
 - A. Research: BKF will acquire information from public utility companies who possess infrastructure in the project area as well as their current and future CIP projects.
 - B. Pavement Evaluation: The field-testing portion of PEI work consists of deflection testing and coring the pavement to determine the asphalt layer thickness. Deflection

tests will be performed at 100-foot maximum intervals in each travel lane. Coring will be performed at 500-foot maximum intervals over the street segment. The deflection analysis will be performed in general accordance with CTM 356. Our work excludes pre-marking the coring locations and coordination with Underground Service Alert. Moving traffic control will be provided by a follow vehicle with flashing lights. Flagging will be provided as necessary. The City will provide the traffic index and assist with any needed encroachment permits.

To assist us with the evaluation, PEI will measure the full structural section (AC & AB) at each core location. They will also collect native soil samples that will be used to determine the R-value.

The engineering report summarizes deflection analysis and contains rehabilitation and reconstruction options for the street segment tested. We will explore possible rehabilitation options, including pulverization and resurfacing, milling and filling, conventional HMA overlay and RHMA overlays, as well as recycling options such as FDR and CIR. Included with the report are deflection summary sheets, photos and a visual description of the street segment.

- C. Signal Modification for 8 Signals and Fiber Design: Prior to starting the design, AMG will discuss in detail the pros and cons for each of the system and decide on the fiber splicing system that best suits the City's needs. We will prepare a concept plan for City's review, prior to starting work on construction plans. We have prepared and implemented various fiber optics network systems that have redundancy and are expandable to meet any future demands.
- D. Concrete and ADA Inspections: BKF will visit the streets designated for repair to document areas of damage to curbs and gutters, and conflicts/issues with accessibility (sidewalks, ramps, and push buttons). We will compile both a photographic log and field notes of the investigation.
- E. Survey Base Mapping: BKF will compile base mapping for streets to receive improvements using the City and County's GIS information and aerial photogrammetry. BKF will set control and have an aerial survey flow for initial planning. Prior to final design, BKF will acquire pavement edge and centerline at intervals necessary to illustrate the existing conditions. In those locations to receive accessibility improvements, BKF will collect detailed topographic data for installation of ramps and sidewalks. BKF will plot all utility record drawings in the base mapping as well as compile right of way from GIS information and Caltrans records. We will assemble the drawings in AutoCAD Civil 3D format for use in final design.
- F. Stormwater Treatment: BKF will consider the potential for stormwater treatment (C3) measures consider potential at the triangle area on Grant Street (Ann to Gill). We will provide options for the City to consider as well as potential changes to the existing meandering sidewalk within the triangle to better accommodate the bus stop.

2.2. Rehabilitation Scope Refinement (Basis of Design): BKF will evaluate alternatives for repairs that offer the highest benefit. We will develop cost analysis and potentially refine the rehabilitation strategy to remain within the defined budget for streets. BKF will provide the following as part of the Basis of Design documentation or appendixes:

- Area and severity of pavement distress
- Curb ramp replacement and accessibility enhancements
- Pedestrian and bicycle improvements
- Signal modification
- Fiber design
- Stormwater Treatment
- Cost analysis to complete defined scope of work
- Suggested alternatives to complete the project within allocated budget

3. PREPARE PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

3.1. 35% PSE (Preliminary): BKF will prepare Plans, Specifications, and Estimate to the 35% level of completion including:

3.1.1. PSE with the following components:

- Title Sheet
- Roadway Rehabilitation Plan
- Curb Ramp Replacement Diagram
- Striping Plan
- Traffic Signal (from Basis of Design)
- Fiber Concept (from Basis of Design)
- Stormwater Treatment Areas
- Construction Staging and Phasing Concepts
- Project Technical Specifications (outline at 35%)
- Cost Estimate

3.1.2. Cost Analysis: BKF will refine our estimate confirming that the scope of work for the pavement rehabilitation is within budget. Should the scope exceed the budget, we will include value-engineering strategies in our analysis, which may include alternative rehabilitation strategies or delaying repairs to certain streets.

3.2. 60% PSE

3.2.1. Construction Documents: BKF will further the design of the Plans and Specifications prepared in Task 3.1 to the 60% level of design. We will add the following elements to the 35% set:

- Curb Ramp and Sidewalk Detail Grading Plans (concepts)
- Sign and Striping Plans
- Traffic Signal Plans
- Fiber Plans
- Construction Details
- Project Technical Specifications

- Bid Schedule

3.2.2. Coordinate with Public Utilities in Project Area: BKF will meet with public utility companies to introduce the project and discuss potential impacts to utility infrastructure. We will provide both written notice and hold a paving is complete.

3.2.3. Potholing Optional Service: We will have BESS Test Lab pothole critical locations to determine the depth and location of existing utilities that may be in conflict with new facilities (e.g. traffic signal poles). If the level of effort, we have provided a fee allowance for this service as the exact number of potholes is unknown.

3.2.4. Caltrans Encroachment Permit Support: We understand that the City will take the lead on applying for an encroachment permit with Caltrans for the upgrades needed to the curb ramps and striping within Caltrans jurisdiction. BKF will provide exhibits showing the limit of work and right of way line. We anticipate using a sheet pullout of 60% drawings as the basis for the Caltrans encroachment permit showing only the work that pertain to Caltrans and redacting the sheets that do not pertain to their purview.

3.3. 90% PSE

3.3.1. Construction Documents: BKF will update the Plans and Specifications prepared in Task 3.2 to the 90% level of design.

3.3.2. Coordinate Public Utility Modification/Relocations: BKF will coordinate with the public utilities for relocation due to the City's improvements. This includes a second meeting at the City offices to discuss final coordination items detailed in the 60% submittal.

3.3.3. Final Combined PS&E Package: The team will meet with the City to review any additional comments. We will update the plans previously prepared to the final level of completion. BKF will provide electronic (CAD and PDF) and hardcopies (bond, and/ or velum) of all documents as requested by the City. When approved, we will upload an electronic version of the document for use during bidding.

4. CONSTRUCTION SUPPORT

4.1. Bidding Support. BKF will assist during the bidding phase by assisting in outreach, attending the pre bid meeting, responding to contractor requests for information, and preparing bid addenda as necessary. This will include creating a conformed plans and specifications for the contractor's use.

4.2. Construction Support. During construction, BKF will support the City and construction manager providing review of submittals, requests for information, and reviewing the site on up to ten (10) occasions. We have allocated an allowance of 160 hours of construction support including meetings.

4.3. Record Drawings. Based on information provided by the contractor ("redline markups"), BKF will update the plans to reflect the record information. We have not included time to survey or verify the accuracy of the contractor's markups.

B. Design Assumptions and Scope Qualifications

1. Signal Modification for 8 Signals: AMG will field verify all the information on the as-built drawings provided by the City. The as-built drawing will be used to create the base map for each intersection, showing the existing curbs, existing conduits, and the locations of existing traffic signal equipment. This would serve as the base map for the project. AMG will coordinate with all utilities in accordance with Caltrans "Manual on High and Low Risk Underground Facility Within Highway Rights of Way" to eliminate conflicts encountered during construction. This would be especially essential for the installation of the new fiber optic conduits. It is expected that existing conduits would be used to install video detection at all 8 signalized intersections within the project limit.

It is assumed that City would provide the as-built drawings for all the intersections. If as-built drawings are not available or it does not detail what is needed for the video detection conversion, aerial images would be used as a base map instead. AMG will check conduit percent fills and determine which existing conduit runs would be used for new video detection cables. Simple conductor schedules would be produced to allow for the contractor to install all necessary equipment accordingly.

2. Fiber Design: AMG will prepare the fiber splicing diagram and label each fiber with color description at each end of the link. Fiber splicing diagram is a critical element for any fiber installation project, since it requires identifying the future needs for the corridor and providing the opportunity for expansion. Currently, the fiber installed along Galindo is daisy-chained into the traffic signal cabinets. Although, this kind of splicing may be sufficient for the current data and bandwidth needs, but may not be sufficient when multiple devices are added to the system. Moreover, if any of the two strands are damaged all signals daisy chained on those 2-strands will lose communication to the City Hall. AMG would identify various splicing techniques that can be utilized for the project. The current daisy chain configuration can be expanded for future need by adding spare strands for data and also if needed additional dedicated strands for video. However, for any simple daisy chain configuration, if any location fails, then all communication is lost for the entire system. This can be avoided by creating a physical ring structure within the fiber network as AMG has done for City of Tracy recently. In this setting, even if one of the cabinet fails, the other cabinets will continue operating and communicating back to the TMC. This ring structure can be expanded by adding separate strands for data and video or having dedicated video strands and for future expansion.

3. Existing Utilities: Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to

BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed.

4. **CEQA:** We have presumed that the project will be a Categorical Exemption based on the CEQA checklist (since the project limits will be within an existing disturbed roadway areas). We presume that the City will use internal staff to make the findings and file the paperwork with the compliance agency.
5. **NPDES C.3 Compliance:** Based on a preliminary review, the site is not subject to the NPDES Stormwater regulations. The City of Concord has a Stormwater Compliance Checklist that BKF will assist the project team in completing for a demonstration rain garden. This checklist will provide guidance on the limited stormwater quality measures that could be implemented. We have not included time to process an official application or provide a detailed analyses of the stormwater treatment measures.

**FEE PROPOSAL: GRANT ST/EAST ST
PAVEMENT REHABILITATION**
City of Concord Prj No. 2525

BKF Engineers Project Management - Engineering - Surveying							Total Hours	Total Fee
Principal & QaQC	Engineer/Survey Manager	Engineering Manager	Project Engineer/Surveyor	Design Engineer/Surveyor	Field Crew			
11/3/2020								
Billing Rates	\$263	\$205	\$167	\$140	\$111	\$266		
Task 1 PROJECT MANAGEMENT								
1.1 Project Management	4	24					28	\$ 5,972
1.2 Coordination and Meetings	6	40	20				66	\$ 13,118
1.3 Public Outreach and Exhibits (2 public + 2 stakeholder meetings)	5	14	14		24		57	\$ 9,187
1.4 Administration & QA/QC							0	No Charge
Task 1 Subtotal:	15	78	34	0	24	0	151	\$ 28,277
Task 2 PREPARE BASE MAPS AND PLAN SHEETS								
2.1 Survey and Base Studies	2	12	40	16	80	40	190	\$ 31,426
2.2 Rehabilitation Scope Refinement (Basis of Design)	1	6	16		36		59	\$ 8,161
Task 2 Subtotal:	3	18	56	16	116	40	249	\$ 39,587
Task 3 PREPARE PLANS, SPECIFICATIONS & ESTIMATE (PS&E)								
3.1 35% PSE (Preliminary)	8	40	80	32	120		280	\$ 41,464
3.2 60% PSE	8	40	80	48	132		308	\$ 45,036
Caltrans Encroachment Permitting Support Exhibits		4	8		20		32	\$ 4,376
3.3 90% PSE	4	20	62	48	132		266	\$ 36,878
3.4 Final Combined PS&E Package	1	6	20	8	32		67	\$ 9,505
Task 3 Subtotal:	21	110	250	136	436	0	953	\$ 137,259
Task 4 CONSTRUCTION SUPPORT								
4.1 Bidding Support	1	6	12		16		35	\$ 5,273
4.2 Construction Support		20	60		80		160	\$ 23,000
4.3 Record Drawings		4	8		24		36	\$ 4,820
Task 4 Subtotal:	1	30	80	0	120	0	231	\$ 33,093
Labor Hours	40	236	420	152	696	40	1,584	\$ 238,216
Support Consultants								
Advanced Mobility Group (Fiber)							24,000	\$ 24,000
Advanced Mobility Group (Traffic Signal Modifications)							32,000	\$ 32,000
PEI - Deflection Testing and Corings							25,000	\$ 25,000
Aerial Survey							12,500	\$ 12,500
BESS TestLab (Potholing) - Allowance							50,000	\$ 50,000
Subtotal Consultants								\$ 143,500
Reimbursable Expenses								
Printing, Postage, and Travel							3,084	\$ 3,084
Subtotal Reimbursable Expenses								\$ 3,084
Total Labor Plus Reimbursable Expenses							Page 24 of 24	\$ 384,800



Staff Report

Date: December 8, 2020

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Andrea Ouse, Director of Community Development
Kevin Marstall, PE, City Engineer
Bernard Enrile, PE, Capital Improvement Program Manager

Prepared by: Aldrich Bautista, PE, Associate Civil Engineer
Aldrich.bautista@cityofconcord.org
(925) 671-3028

Subject: Considering approval of: (1) a Professional Services Agreement with TJKM Transportation Consultants in a not-to-exceed amount of \$210,155 (base agreement of \$191,050 plus staff authority to spend up to a 10% contingency of \$19,105) for project design and related services for Willow Pass Road Signal Upgrade (Project No. 2538) and authorize the City Manager to execute the agreement in a form acceptable to the City Attorney; and (2) a budget transfer and appropriation of \$30,000 from Information Technology Replacement Fund (634) to Project No. 2538. (PEG Fees, Measure J, IT Replacement Funds)

CEQA: Not a project/exempt per CEQA Guidelines Sections 15060(c), 15061(b)(3), 15378, 15262, and/or Public Resources Code Section 21065.

Report in Brief

The project will involve installing fiber optic conduit and lines connecting 10 signalized intersections along Willow Pass Road from Grant Street to Landana Drive. Equipment at various intersections are to be added and upgraded.

Through a competitive process, TJKM Transportation Consultants (TJKM) was selected as the most qualified firm to provide design and related services for the project. TJKM has extensive experience in civil and traffic engineering design.

Recommended Action

Approve: (1) a Professional Services Agreement with TJKM of Pleasanton, CA (Attachment 2) in the not-to-exceed amount of \$210,155 (base agreement of \$191,050 plus staff authority to spend up to a 10% contingency of \$19,105) for project design and related services for Willow Pass Road Signal Upgrade (Project No. 2538); and authorize the City Manager to execute the agreement in a form acceptable to the City Attorney; and (2) a budget transfer and appropriation of \$30,000 from Information Tech Replacement Fund (634) to Project No. 2538.

Background

The Willow Pass Road Signal Upgrade (Project No. 2538) was created and funded as part of the 2-Year CIP Budget and 5-Year Capital Improvement Plan for FY 2020-2025 approved by City Council on June 2, 2020.

The goal of the project is to improve safety and traffic flow along Willow Pass Road by improving traffic signal synchronization and the City's ability to make changes to the signals remotely. The project will involve installing fiber optic conduit and lines connecting 10 signalized intersections along Willow Pass Road from Grant Street to Landana Drive. The project is prioritized in the City of Concord's adopted Broadband Master Plan.

Various intersections are to be modified and will include new signal controllers and cabinets, CCTV cameras, count down pedestrian modules, ADA buttons, preemption, video detection, audible signals, fiber connection, and new switches.

Although not originally budgeted and programmed as part of the CIP project, a direct connection of the fiber optic network to the Civic Center will be incorporated as part of the design. This connection would directly connect the Civic Center to the Corporation Yard and provide connectivity to other City assets. This includes future direct connections to the police station, senior center, businesses, schools, and other facilities listed in the Broadband Master Plan. Construction of this component will be considered a bid alternative when the project is put out to bid.

Analysis

Engineering design services are needed to initiate project design, and develop project plans, specifications, and final construction cost estimates. The vicinity map for the project is shown as Attachment 1.

The preliminary schedule calls for design to begin in December 2020 and be completed in summer 2021, with construction substantially completed by mid-year 2022.

Procurement Process

Staff issued a request for proposals (RFP) to select a design consultant and related services on October 7, 2020. The RFP was advertised in the local newspaper and on the City's Procurement Website. Four proposals were received and were reviewed and ranked by the selection committee.

Based on the analysis of the proposals and references, TJKM was selected as the most qualified firm to provide design and related services for this project. City staff and TJKM negotiated the scope of work, cost of the services, and agreed that \$191,050 was fair and reasonable compensation for the services needed to complete the design phase of this project. TJKM has extensive experience in the design of similar civil engineering projects and surveying. They are on the City's on-call list for traffic engineering design services, and have successfully completed the design of several similar Capital Improvements with the City, with the most recent project under design: Citywide Traffic System Upgrade Project No. 2493.

Financial Impact

A budget transfer and appropriation of \$30,000 from Information Tech Replacement Fund (634) to Project No. 2538 is required to fund the design of a direct connection of the fiber optic network to the Civic Center. Although not originally budgeted, when the project was created as part of the CIP, the connection to the Civic Center provides a financial and operational benefit because it reduces City reliance on Wave Broadband and provides independent City fiber connection between the Corp Yard and Civic Center..

The current project budget, which included PEG Fees Fund (Fund 225) and Measure J Local (Fund 475), once supplemented with the IT budget transfer above (Fund 634), is then sufficient to fully fund the cost of this design work. The estimated total costs for design and construction (without the connection to the Civic Center) for this project is currently \$2,430,000. Therefore, additional funds may be requested to fully fund the construction contract with the connection to the Civic Center, for which Staff will bring funding recommendations forward to Council at the time of contract award.

Environmental Determination

Pursuant to CEQA Guidelines Sections 15060(c), 15061(b)(3), 15378, 15262, and/or Public Resources Code Section 21065, acceptance and appropriation of this funding is not subject to environmental review under the California Environmental Quality Act (CEQA) of 1970, as amended, as it does not constitute a "project," does not commit the City to a definite course of action, does not constitute discretionary approval of a specific project, and will not result in a direct or reasonably foreseeable indirect physical change in the environment, falls within the "Common Sense" CEQA exemption, and in the alternative is exempt from CEQA. No unusual circumstances exist and none of the exceptions under CEQA Guidelines Section 15300.2 apply. This determination reflects

City Council Agenda Report

Agenda Item No. 3.c

December 8, 2020

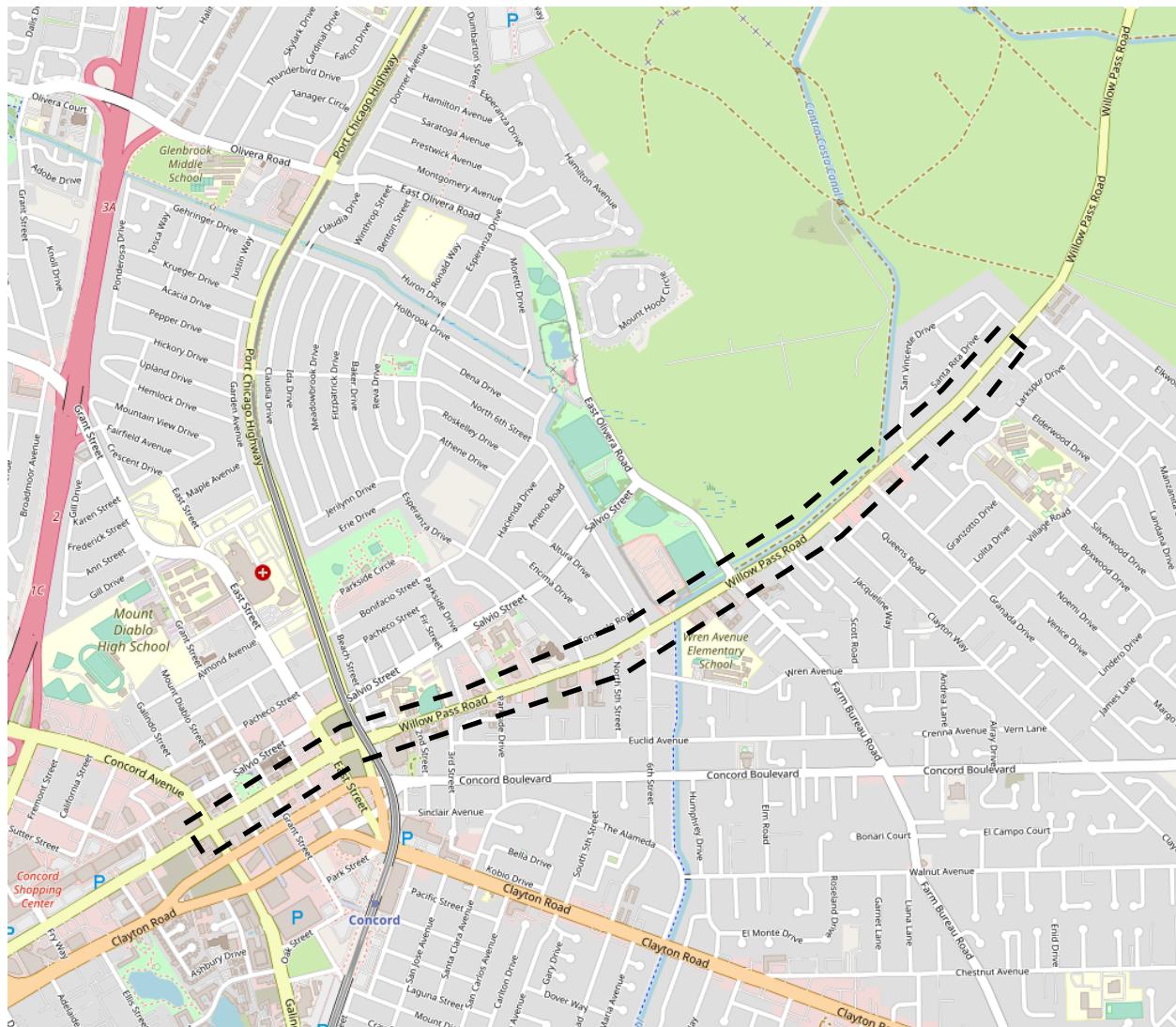
the City's independent judgment and analysis. Individual projects will undergo CEQA analysis as necessary.

Public Contact

The City Council Agenda was posted.

Attachments

1. Vicinity Map
2. Professional Services Agreement with TJKM



Project Location Map

Willow Pass Road Signal Upgrade – Project No. 2538

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is entered into on December 8, 2020 between the City of Concord (“CITY”) and **TJKM Transportation Consultants, 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588** (“CONSULTANT”).

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

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

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

1. **TERM.** This Agreement shall commence on December 8, 2020 and expire on June 30, 2022.

2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by the CITY's Authorized Representative, CONSULTANT shall provide civil design services for **Willow Pass Road Signal Upgrade, Project No. 2538** described in detail in Exhibit A, a proposal from **TJKM Transportation Consultants** dated **October 28, 2020**, attached hereto and made a part hereof. CITY retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

3. PAYMENT. The compensation to be paid to CONSULTANT including payment for professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit A. However, in no event shall the amount CITY pays CONSULTANT exceed two hundred ten thousand one hundred fifty-five dollars (\$210,155.00) for the term of this Agreement. The total includes the sum of the base contract of one hundred ninety-one thousand fifty dollars (\$191,050.00) and a 10% contingency of nineteen thousand one hundred five dollars (\$19,105.00). Any Amendment to this Agreement that includes an increase to this compensation amount shall be made in accordance with Section 5 below.

CONSULTANT may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period. It is intended that CITY review such statement and pay CONSULTANT for services rendered within 30 days of

receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the time of payment.

4. AUTHORIZED REPRESENTATIVES. Authorized representatives shall represent CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by CONSULTANT under this Agreement except where approval for the CITY is specifically required by the City Council. The CITY's authorized representative is Kevin Marstall, City Engineer of the Community Development Department. The CONSULTANT's authorized representative is **Nayan Amin, President.**

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

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

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

6. INDEPENDENT CONTRACTOR. Both parties understand and acknowledge that CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall have

1 any control over the manner by which the CONSULTANT performs this Agreement and shall only
2 dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT or its
3 agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT shall
4 have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as an
5 agent, and shall have no authority, express or implied, to bind the CITY to any obligation whatsoever,
6 unless otherwise provided in this Agreement.

7 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
8 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be employees
9 or subcontractors of CONSULTANT and shall not be construed as employees or agents of the CITY in
10 any respect. CONSULTANT shall receive no premium or enhanced pay for work normally understood
11 as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-
12 standard business hours, such as in the evenings or on weekends. CONSULTANT shall not receive a
13 premium or enhanced pay for work performed on a recognized holiday. CONSULTANT shall not
14 receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave,
15 or for any other form of absence. CONSULTANT shall pay all taxes, assessments and premiums under
16 the federal Social Security Act, any applicable unemployment insurance contributions, Workers
17 Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or
18 assessments now or hereafter in effect and payable by reason of or in connection with the services to be
19 performed by CONSULTANT.

20 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
21 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of Work
22 and that such services shall be performed in an expeditious manner, and with the degree of skill and
23 care that is required by current, good, and sound procedures and practices. CONSULTANT further
24 agrees that the services shall be in conformance with generally accepted professional standards
25 prevailing at the time work is performed.

26 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
27 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
28

Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S representative as the person primarily responsible for the day-to-day performance of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the quality and timeliness of performance of the services, notwithstanding any permitted or approved delegation hereunder.

9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS. All documents furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect to this project. They are not intended nor are represented to be suitable for reuse by others except CITY on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such unauthorized reuse.

CONSULTANT's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the CONSULTANT under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

10. INDEMNIFICATION.

A. For Design Professional Services Only. Pursuant to California Civil Code Section 2782.8, CONSULTANT agrees to indemnify the CITY (including its officers, agents, employees and volunteers) against liability for claims against the CITY that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement. The CONSULTANT will reimburse the CITY for any expenditures, including reasonable attorney fees, incurred by the CITY in defending against claims ultimately determined to arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

B. For All Other Services. CONSULTANT agrees to defend, indemnify and hold harmless the CITY (including its officers, officials, employees, agents and volunteers) from and against all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the CONSULTANT's performance under the terms of this Agreement. This indemnification obligation on CONSULTANT's part shall not apply to the demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful misconduct on the part of the CITY.

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

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

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

C. **Professional Liability Coverage (Errors and Omissions).** CONSULTANT shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions

1 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
2 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made annual
3 aggregate basis or a combined single limit per occurrence basis.

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

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

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

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

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

23 **(2) Primary Coverage.** CONSULTANT'S insurance coverage shall be
24 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
25 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
26 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
27 with it.

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

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

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

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

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

1 performed as of the effective date of the termination.

2 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
3 CONSULTANT agrees as follows:

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

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

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

18 **16. CONFLICT OF INTEREST.**

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

27 B. CONSULTANT is not a designated employee within the meaning of the Political
28

Reform Act because CONSULTANT:

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

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

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

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

19. NON-WAIVER. The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

20. ENFORCEABILITY; INTERPRETATION. In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though

1 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
2 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

3 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
4 incorporated herein by reference. The Agreement contains the entire agreement and understanding
5 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
6 contemporaneous agreements, commitments, representation, writings, and discussions between
7 CONSULTANT and CITY, whether oral or written.

8 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
9 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
10 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT shall
11 not assign or transfer any interest in the Agreement without the CITY's prior written consent, which
12 consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this
13 provision shall be void. This Agreement is not intended and shall not be construed to create any third
14 party benefit. This Agreement is not intended and shall not be construed to create a joint venture or
15 partnership between the parties. CONSULTANT, its officers, employees and agents shall not have any
16 power to bind or commit the CITY to any decision.

17 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
18 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a
19 generally recognized accounting basis and made available to CITY if and when required.

20 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage
21 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's
22 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,
23 respectively, designate in a written notice given to the other. Notice shall be deemed received three (3)
24 days after the date of the mailing thereof or upon personal delivery.

25 To CITY:

26 **Kevin Marstall, City Engineer**
27 **Community Development Department**
28 **City of Concord**
29 **1950 Parkside Drive**

Concord, CA 94519-2578
Phone: (925) 671-3257
Fax: (925) 798-8692

To CONSULTANT:

**Nayan Amin, President
TJKM Transportation Consultants
4305 Hacienda Drive, Suite 550
Pleasanton, Ca 94588
Phone: 925-463-0611
Fax: 925-463-3690**

25. NON-LIABILITY. No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

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

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

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: _____
Name: Valerie Barone
Title City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925)671-3150

1 APPROVED AS TO FORM:

2 ATTEST:

3 City Attorney

City Clerk

5 Date: _____, 2020

7 FINANCE DIRECTOR'S CERTIFICATION:

8 Concord, California

9 Date: _____, 2020

10 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
11 DURING THE CURRENT FISCAL YEAR 2020/21 TO PAY THE ANTICIPATED
12 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
13 THE SUM OF **\$210,155**

14 Account Code: 2259500C999-74500 / 2252538113-74500 - \$185,040
15 6349500C999-74500 / 6342538113-74500 - \$25,115

16 _____
17 Finance Director's Signature



October 28, 2020

City of Concord
Attn: Aldrich Bautista
Engineering Services
1950 Parkside Drive MS/40
Concord, CA 94519

Subject: Proposal for Civil Engineering Design Services for Willow Pass Road Signal Upgrade | City Project No. 2538

Dear Ms. Bautista:

TJKM Transportation Consultants (TJKM) is pleased to submit our Proposal for Civil Engineering Design Services for Willow Pass Road Signal Upgrade, for the City of Concord.

TJKM is a traffic engineering and transportation planning firm with professional staff located in California, Florida, and Texas. For over 45 years, TJKM has been involved with all aspects of transportation planning and traffic engineering to improve the quality of life for many communities within California. As a premier transportation-consulting firm recognized for our traffic engineering design, intelligent transportation system (ITS) projects, complete streets, multimodal studies and design, transportation planning, and traffic operations, our skills and depth of resources have been proven by successfully completing hundreds of transportation projects for local and state agencies.

TJKM commits to the City a dedicated, multi-disciplinary staff of seasoned, experienced experts who have demonstrated capabilities to meet the technical, managerial and schedule challenges to be encountered on this contract. To meet the specific needs of the City of Concord, we are pleased to propose Mr. Atul Patel, TE, PTOE, as Project Manager. He has over 30 years of experience in traffic signal designs, intelligent transportation design, ITS planning, traffic operational analysis, bicycle and pedestrian studies, and parking studies. He will also be supported by a group of talented and experienced leaders in their fields with significant experience in providing engineering support services for the development of federal, state, and locally funded transportation-related projects. The TJKM Team brings current knowledge and experience to the City and is ready to "hit the ground running."

TJKM Distinguishing Features

TJKM has already begun design at the majority of the intersections as part of our existing HSIP Citywide Traffic Signal System Hardware Project. TJKM has conducted a cabinet inventory at 7 of the 10 project locations as part of our existing HSIP Traffic Signal System Hardware Project and prepared the intersection basemapping for these intersections already. We have designed the signal equipment upgrades to the pedestrian signal heads, push buttons, cabinets, controllers, and backplates at these locations. TJKM has extensive experience in the last 10 years with the City, successfully completing and implementing traffic engineering, traffic operations, and transportation planning projects in the City. We are currently on the City's Traffic Engineering On-Call bench and have completed multiple task orders for the City.

Conflict of Interest

TJKM is not aware of any financial, business, or other relationship with the City or any member of the City staff that would have an impact on the outcome of this project. Furthermore, we are not aware that any of our clients have a financial interest in the outcome of this project.

CALIFORNIA • FLORIDA • TEXAS

Corporate Office: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

Phone: 925.463.0611 Fax: 925.463.3690 www.TJKM.com Page 18 of 26

DBE • SBE



VISION THAT MOVES YOUR COMMUNITY

Litigation

TJKM has not had any lawsuits or litigations within the last ten years.

Contact & Commitment

As President of the firm, I am authorized to bind TJKM to a contract and you have my personal assurance that all the resources necessary to address the City's needs will be made available and ready to perform when the opportunity arises. Our proposed team members will be made available to the City of Concord as needed for the duration of the contract, and will not be substituted without approval from the City. Please feel free to contact Mr. Patel at (925) 264-5003 or via email at apatel@tjkm.com.

We understand your needs and with the unique combination of our understanding of your goals and our expertise, we can form a great partnership now and for the future. The TJKM Team is committed to providing professional services to the satisfaction of the City of Concord. We look forward to hearing from you regarding further steps in the consultant selection process.

Sincerely,

TJKM Transportation Consultants

Nayan Amin, TE, President

CALIFORNIA • FLORIDA • TEXAS

Corporate Office: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

Phone: 925.463.0611 Fax: 925.463.3690 www.TJKM.com Page 19 of 26
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Scope of Work

Task 1 – Project Management

Task 1.1 Project Management

TJKM will manage the schedule and budget throughout the duration of the project. TJKM will prepare the schedule in MS Project software format and updates to the schedule will be provided at design progress meetings. TJKM will maintain frequent and timely communication with the City during the design and construction phase of the project.

TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted virtual meetings at the following stages:

- Kickoff Meeting
- Review of 35% Submittal
- Review of 65% Submittal
- Review of 95% Submittal
- Preconstruction Meeting

Additional meetings can be conducted with a contract amendment and billed on a time and materials basis.

Deliverables

- *Meeting minutes*

Task 1.2 Administration, Coordination, & Meetings

Objective: *The objective of this task is to meet and discuss the overall objectives of the project, to discuss the extent of existing information for the project, establish lines of communication and to review and finalize the scope in detail.*

TJKM will prepare an agenda for a project initiation or kick-off meeting. Our preliminary agenda for the meeting will include, but not limited to:

- Introductions/Goals of the meeting
- Contact information, protocol for communicating project information
- Schedule/Required time for City reviews
- TJKM will request the following items prior to the kick-off meeting and identify discussion items for the meeting:
 - High resolution aerial photos in digital format, if available (or Google Earth Professional would be used)
 - Base maps and copies of any previous plans and street improvement plans in the project area and studies
 - Sample construction documents from recent previously approved projects in electronic format
 - Utility contact information
 - Traffic signal as-builts at each project intersection, AutoCAD or .pdf format
 - AutoCAD basefile of Willow Pass Repaving Safe Routes to Transit (PJ 2449) project.
- Project Schedule

At the conclusion of the kickoff meeting, TJKM will prepare minutes and distribute them to all meeting participants. We will also prepare and e-mail a project contact list based upon the sign in sheet at the meeting.

In addition to the project meeting, TJKM has budgeted biweekly conference calls with the City Project Manager to discuss the progress of the project, the tasks to be completed this week and outstanding issues to resolve or information required from the City.

We have also budgeted attendance at virtual meetings to review the design comments with the City at the 35%, 65%, and 95% submittal stages.

TJKM will coordinate with the consultant designing the Willow Pass Repaving SR2T (PJ 2449) project for obtaining the right of way, topo and cad basefiles for use in this project.

TJKM will also coordinate with the City IT department to obtain the existing as builts showing their existing fiber infrastructure and conduits available within our project limits. TJKM and Public Works staff will discuss with the IT

staff their needs relating to fiber assignments, specifications for switches and IP address assignments for configuration of the switches at each signalized intersection and hub.

TJKM will prepare the project schedule in MS Project and update it monthly and provide to the City to track the project throughout the duration of the project. The schedule will include City review of deliverables and also council award of the construction contract. The schedule will be discussed in the biweekly conference calls with the City.

Deliverables

- *Meeting Minutes, Schedule*

Task 2 – Environmental Clearance

The proposed project is subject to CEQA review. The City of Concord is the project proponent and will be the CEQA lead agency. The City will prepare CEQA clearance documentation for Categorical Exemption based upon CEQA documentation. Our understanding is that the traffic signal hardware upgrades, fiber optic interconnect, and pedestrian safety improvements to the traffic signals will likely qualify as categorically exempt.

TJKM will assist the City with completion of the Notice of Exemption form for CEQA environmental determination.

Deliverables

- *CEQA clearance NOE form*

Task 3 – Field Reconnaissance

Task 3.1 Field Investigation

TJKM will conduct a field reconnaissance at each of the project intersections to identify the existing signal equipment hardware that is proposed to be upgraded per the RFP. The controller cabinets will be opened with assistance from the City signal technician and pictures taken of the inside of the traffic signal controller cabinet.

The following equipment will be identified at each intersection and their condition noted on a field template form:

- Non APS buttons
- Non-compliant ADA Push buttons
- Non-Countdown pedestrian heads
- Traffic signal backplates to be replaced with yellow reflective border backplates
- Traffic signal cabinet type
- Traffic signal controller and firmware
- Traffic signal lenses less than 12"
- Traffic signal and pedestrian signal head mountings needing replacement
- Existing Traffic signal interconnect type and Ethernet switches
- Emergency vehicle preemption system equipment
- The inventory will be in a spreadsheet format compatible for exporting into the City's GIS database.

The pictures categorized by intersection will be burned on a CD or dropbox link and given to the City for their records.

Deliverables

- *Field inventory in GIS compatible format, field pictures in .jpg format on CD or dropbox link.*

Task 4 – Prepare Basemaps & Plan Sheets

Task 4.1 Prepare Basemaps & Utility Research

To initiate the work, the TJKM Team will research and verify the following:

- File copies of utility service districts and companies to locate existing electrical, gas, telephone, fiber optic, and cable television services
- Sanitary and storm sewers
- Water mains
- Fire hydrants
- Prepare Utility "A" letters as necessary

Research will be facilitated by contacting the utility companies, public agencies, and service districts and will be verified by the City in the following phase of work to identify the characteristics and infrastructure needs of the Project area.

TJKM will prepare functional design drawings using Google Earth Professional aerials for tracing curblines for the traffic signal interconnect and traffic signal design modifications at the 10 project locations. The plans will be prepared in AutoCAD format and provide the layout of the existing traffic signal equipment. The existing signal as-builts will be taken to the field and marked up based on the existing conditions at each intersection. The CAD basemap will be updated to incorporate the redlined information. Design will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City of Concord's current design standards. TJKM will utilize the basemaps prepared for 7 out of the 10 locations for the signal modifications as part of our current HSIP Traffic Signal System Upgrade Project.

- The approximate right of way at each project intersection will be based on the City's GIS data.

Deliverables

Utility "A" letters, base maps in AutoCAD format

Task 4.2 Preliminary Design Plans & Estimate

The preliminary plans will be developed with adequate detail for conveying the design intent, final geometry, and key design elements. The major goal of this phase is to fully define the project limits and identify previously unknown constraints or impacts. The plans will indicate the existing signal equipment and proposed signal equipment needing to be replaced on a 1"=20' scale layout sheet. The fiber interconnect plans will be prepared at a 1"=40' scale. The equipment schedule will be updated at this stage. The conductor schedule will be updated in the 65% stage.

TJKM will also provide an updated project schedule, and 30% Engineer's probable construction cost estimate. We will submit the 30% submittal to the City for their comments and discuss with the City the construction cost estimate compared to the construction funding available.

Deliverables

- *Three sets of 11" x 17" hardcopies*
- *30% construction cost estimate*
- *Table of Contents list for technical specifications*
- *Other supporting documentation as necessary*

Task 5 – Prepare Detailed Design PS&E

Task 5.1 65% Submittal

TJKM will review with the City and receive one set of non-conflicting comments from the City on the conceptual plans (30% PS&E) and incorporate them into the 65% PS&E. In this stage of the design submittal to the bid package, TJKM will prepare the project plans, which will include the following sheets:

<ul style="list-style-type: none">• Cover Sheet• General Note Sheet• Traffic Signal Removal Plan (10 sheets)• Traffic Signal Modification Plan (10 sheets)	<ul style="list-style-type: none">• Conductor and Equipment Schedule (10 sheets)• Electrical Detail Sheets (four sheets)• Fiber Interconnect Plans (10 sheets)• Fiber Splice Diagrams (3 sheets)• Fiber Detail Sheets (4 sheets)
---	--

Also, the City would like the fiber to connect to the existing communication hub at Galindo and Willow Pass intersection. The communication hub requires upgrading to a Model 344LX style cabinet as this intersection has several fiber trunklines converging here. TJKM to provide fiber splice diagram and cabinet details associated with the new hub installation.

Our design approach entails the following design tasks:

- Technical specifications will be per Caltrans Specifications format.
- TJKM will prepare 65% design plans for fiber interconnect and intersection improvements in AutoCAD format.

- TJKM will prepare an Engineer's construction cost estimate and technical special provisions describing each item on the bid schedule and their requirements, and verify that construction costs are within the existing City budget. The Engineer's construction cost estimate will be prepared in Excel electronic format. Any revisions to the technical special provisions will be recommended to the City.
- Special provisions with track changes format prepared including bid item description, bid schedule, and measurement and payment provisions, list of submittals during construction, and list of information available to Bidders, with disclaimer.
- Project schedule update.
- 65% construction cost estimate in the form of the bid schedule.
- Documentation of outreach to utility companies, and confirmation that utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- Other supporting documentation as necessary.
- Each PS&E review submittal set will also address any comments or revisions required from the City in the previous plan check submittal. Responses to comments will be documented and included with the submittal. TJKM will meet with City staff, as needed, to review comments and recommendations. A comment matrix will be prepared illustrating how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the City with the 65% submittal.

Deliverables

- *Three sets of the 65% plans (11"x17" hardcopies) and electronic .pdf of plans*
- *Technical specifications and cost estimate in form of the bid schedule in .pdf format*
- *Review comment matrix*
- *Redline markup from previous round*
- *Utility conflicts have been resolved or a timeline for resolution of issues has been determined*
- *Other supporting documentation, as necessary*

Task 5.2 95% Submittal

The TJKM Team will:

- Coordinate and review the approved 65% PS&E with City staff and revise based on comments and discussions.
- Finalize construction drawings, contract special provisions and technical specifications, and a final construction cost estimate (Excel format). These documents shall be construction ready.

Deliverables

- *Three sets of 11x17 hardcopies, technical project specifications and special provisions, construction cost estimate, and an electronic version of the PS&E*
- *Responses to comments on the 65% submittal, along with return of mark-ups*
- *Project schedule update*
- *Other supporting documentation as necessary*

Task 6 – Final PS&E Package

At this stage, the contract documents are ready for bidding. The TJKM Team will:

- Coordinate with City staff for review of bid package.
- Revise based on comments and discussions.
- Submit final plans and specifications, and disk with the electronic files to City staff. Final plans will be provided in electronic file in AutoCAD format and in PDF format. One hardcopy will be in 24"x 36" size. Each plan sheet will be stamped and signed by the Engineer of Record registered civil engineer, in accordance with California State Law.
- Prepare complete special provisions, technical specifications stamped and signed on the table of contents sheet by the Engineer of Record, one hard copy printed single sided only. If there are more than one Engineer

of Record, the engineer will stamp and sign the table of contents for only that/those section(s) that applies to each engineering discipline.

- Provide a digital copy of all work products and supporting work.
- Provide a final construction cost estimate.

Deliverables

- *Bid Package as required and approved by the City*

Task 7 – Bidding Services

During the bid process, TJKM will answer bidder's questions and provide clarifications to the bid questions. We will respond to Requests for Information (RFIs). We will prepare two addenda, as necessary. We will prepare conformed documents, as necessary.

Deliverables

- *Addendum(s), clarifications, conformed documents, as necessary*

Task 8 – Construction Support Services

TJKM has allocated 40 hours of construction support for the City during construction to be billed on a time and materials basis. If additional support is needed after the allocated hours are expended, TJKM will request a contract amendment using the contingency funding to continue support services. During construction, TJKM will assist City construction manager as follows:

- Attend the pre-construction meeting.
- Prepare responses to contractors' RFIs during the construction phase, as needed.
- Review all contractor submittals and assist the City inspector with specific design issues during construction.
- Attend up to three construction progress meetings or field meetings to answer design questions and clarify design elements when requested by the City staff.
- Prepare record drawings from Contractor redline as-builts in AutoCAD format and .pdf format.

Deliverables

- *Record drawings, clarifications, response to submittals*

Task 9 – Public Outreach

TJKM has budgeted attendance at one public outreach meeting for this project. The City will lead the public outreach effort arranging a venue, sending out notices and maintaining a project webpage. TJKM will assist the City with preparing exhibits for flyers, notices, and materials used for social media. These will be in .pdf format for the City to post on their City website or webpage.

Deliverables

- *Exhibits, flyers, notices in .pdf format*

Optional Service

Task A – Utility Marking & Subsurface Investigation

As an optional task, TJKM has allocated an allowance for subcontracting with a potholing vendor to conduct utility markings, and subsurface utility verification via Ground Penetrating Radar (GPR) for depths of existing utilities that may be in conflict with the proposed fiber interconnect conduit. TJKM will coordinate with the potholing vendor to pothole a 1' diameter hole at the conflicting utilities based on the GPR results. This optional task can be conducted during the detailed design phase. TJKM to receive a quote from the utility vendor for the GPR and potholing investigation once authorized by the City.

Task B – Signal Modifications at 3 locations

As an optional task, TJKM will design the signal modifications at 3 intersections (Willow Pass at Landana, Parkside, and Colfax) to include the installation of the following signal equipment:

- Video Detection System
- Fiber Optic Ethernet Switches
- PTZ cameras
- Signal Cabinet Upgrade
- Signal Controller Upgrade
- Countdown Ped Heads
- Accessible Pedestrian Signals

The City will provide the traffic signal as built for the 3 locations to use in our field investigation. The PS&E deliverables will follow the same submittal rounds of review as the fiber interconnect design in the base project.

Task C – Fiber Connection to Civic Center

As an optional task, TJKM will design the fiber branch connections from the Willow Pass Road fiber optic trunkline to the IT server room inside the Civic Center building. TJKM will receive an electronic copy .pdf of the building plans for the Civic Center showing the IT room layout and overhead layout view of the cable tray system from the IT server room to the building and existing communication conduit access from the exterior into the building.

TJKM will design server rack equipment details, IT room layout details, and overhead layout plans showing the connection from the IT room to the pull box adjacent to the building.

City to coordinate with the IT department and Police Department for their needs relating to the fiber hardware equipment, switches, firewall, and City LAN connections between departments.

TJKM will follow the same deliverable rounds of review as in the base project.

Exceptions to the Scope of Services

It is understood that the following are not included in the scope of services:

- Traffic studies;
- Civil design improvements;
- Hazardous waste testing, monitoring and contingency plan for both site and building demolition work;
- Phase I Environmental Assessment, Phase II Subsurface Investigation, and asbestos and lead containing material investigation and report;
- Geotechnical monitoring;
- Permit applications and fees;
- Construction management, inspection, supervision and scheduling;
- Design of any structural elements;
- Tentative Maps, Parcel Maps, Final Maps, and legal descriptions and sketches;
- Public Utility Easement or right of way dedications;
- Construction staking; and
- QSD/QSP services.

City of Concord Willow Pass Road Signal Upgrade
City Project No. PJ2538

Tasks		Labor									Total		
Task #	Task Description	PIC	Project Manager	QA/QC	Task Leader	Task Leader	Assistant Trans Engineer	Assistant Trans Engineer	Admin	Total Hours	Total Labor Costs	TJKM ODC	Total Fee
		Nayan Amin	Atul Patel	Sayed Fakhry	Rutvij Patel	Erik Bjorklund	Andrew Dickinson	Anna Highsmith	Stephanie Luce				
		\$250.00	\$230.00	\$230.00	\$180.00	\$180.00	\$125.00	\$125.00	\$80.00				
1	Project Management												
1.1	Project Management		40							40	\$9,200		\$9,200
1.2	Administration, Coordination & Meetings	2	40		40					82	\$16,900	\$500	\$17,400
2	CEQA Clearance		4							4	\$920	\$0	\$920
3	Field Investigation												
3.1	Field Investigation		2		8		16	16		42	\$5,900	\$300	\$6,200
4	Prepare Basemapping & Preliminary Design												
4.1	Prepare Basemaps & Utility Research		1		4			12		17	\$2,450	\$0	\$2,450
4.2	Preliminary Design Plans & Estimates		4	2	4		16			26	\$4,100	\$200	\$4,300
5	Prepare Detailed Design PS&E												
5.1	65% PS&E Submittal		8	2	16		40	40	2	108	\$15,340	\$300	\$15,640
5.2	95% PS&E Submittal		8	2	16		40	24	2	92	\$13,340	\$300	\$13,640
6	Bid Package (Final PS&E Submittal)		8	2	16		8	16	2	52	\$8,340	\$300	\$8,640
7	Bidding Support Services				2	4				6	\$1,080		\$1,080
8	Construction Support Services		1			16	23			40	\$5,985	\$200	\$6,185
9	Public Outreach (1 Meeting)		8		8			8	1	25	\$4,360	\$300	\$4,660

	Proposal Subtotal	2	124	8	114	20	143	116	7	534	\$87,915	\$2,400	\$90,315
	Optional Services												
A	Utility marking and subsurface investigation and			-	-		24		-	24	\$3,000	\$30,000	\$33,000
B	Signal Modifications at 3 locations		40	4	50		90	90		274	\$41,620	\$1,000	\$42,620
C	Connection of trunk to Civic Center		24	2	32		44	55		157	\$24,115	\$1,000	\$25,115
	Total Optional Services	0	64	6	82	0	158	145	0	455	\$68,735	\$32,000	\$100,735
	Total Including Optional Services	2	188	14	196	20	301	261	7	989	\$156,650	\$34,400	\$191,050.00
	Notes:												
2													
3													
4													



5.a

Staff Report

Date: December 8, 2020

To: City Council

From: Valerie J. Barone, City Manager

Prepared by: Joelle Fockler, MMC, City Clerk
Joelle.fockler@cityofconcord.org
(925) 671-3390

Subject: **Considering adoption of Resolutions**

- (1) declaring and accepting the results of the November 3, 2020, General Municipal Election for the City of Concord;**
- (2) authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for implementation of a local transactions and use tax (i.e. Measure V); and**
- (3) authorizing the examination of sales, use and transactions tax records.**

Report in Brief

A Consolidated Municipal Election was held in the City of Concord on Tuesday, November 3, 2020, pursuant to Concord Resolution No. 20-37 calling for and ordering a General Municipal Election and Specifications of the Election Order for the purpose of electing a total of two members of the City Council to seats in Districts 2 and 4, one member for each district, each for full terms of four years and requesting and consenting to the consolidation of said General Municipal Election and Concord Resolution No. 20-48 calling for and giving notice of a November 3, 2020, election on a ballot measure to extend/increase an existing voter approved Local General Transaction and Use (Sales) Tax from 0.5% to 1% until ended by voters to fund general municipal services. The County Clerk of Contra Costa County, pursuant to the request of the City Clerk of the City of Concord, has duly canvassed the votes and certified the results of the votes. The results are listed below and on file in the Office of the City Clerk of the City of Concord.

The returns of the votes cast in the election:

MEMBER, CITY COUNCIL, DISTRICT 2

Total number of registered voters: 15,080
Total number of ballots cast: 12,197
Voter turnout: 80.88%

MEMBER, CITY COUNCIL, DISTRICT 4

Total number of registered voters: 15,952
Total number of ballots cast: 13,465
Voter turnout: 84.41%

MEASURE V – MAJORITY

Total number of registered voters: 72,952
Total number of ballots cast: 60,727
Voter turnout: 83.24%

The official results are:

Candidate	Votes	Percentage
District 2		
Carlyn Obringer	4,842	43.79%
Hope Johnson	2,779	25.13%
Harmesh Kumar	1,789	16.18%
Tristan Piper	945	8.55%
Paul R. Wood	702	6.35%
District 4		
Edi Birsan	9,717	100%

Measure V – City of Concord		
	Votes	Percentage
Yes	28,771	50.47%
No	28,231	49.53%

The newly-elected Councilmembers are Carlyn Obringer, District 2, and Edi Birsan, District 4, and Measure V passed by majority vote. The results of the canvass of the election are declared on Exhibit A of the first resolution attached to this staff report.

In order to begin receiving the Measure V transactions and use tax, it is necessary for the City to enter into agreements with CDTFA to implement and collect the tax. In

addition, Council is requested to authorize certain City officials and the City's sales tax consultant access to sales, transactions and use tax data for City administration, revenue management and budgeting, economic development, business license administration and other purposes as deemed necessary to manage the City's sales, transactions and use tax revenue. The second two resolutions attached to this staff report would effect such authorizations.

Recommended Action

- 1) Adopt a Resolution accepting the results of the November 2, 2020, General Municipal Election..
- 2) Adopt a Resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax ("Preparatory Agreement" attached as Exhibit A and "Administrative Agreement" attached as Exhibit B).
- 3) Authorize the examination of sales, use and transactions tax records

Public Contact

The City Council Agenda was posted.

Attachments

1. Resolution declaring and accepting the results of the November 3, 2020, General Municipal Election for the City of Concord (the results of the canvass of the election are declared on Exhibit A of the Resolution)
2. Resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for implementation of a local transactions and use tax ("Preparatory Agreement" attached as Exhibit A and "Administrative Agreement" attached as Exhibit B)
3. Resolution authorizing the examination of sales, use and transactions tax records

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

A Resolution Declaring and Accepting the Results of the November 3, 2020, General Municipal Election for the City of Concord

Resolution No. 20-XX

WHEREAS, a General Municipal Election was held in the City of Concord on Tuesday, November 3, 2020, pursuant to Concord Resolution No. 20-37 for the election to choose successors for the following offices: Member of the City Council for District 2 and Member of the City Council for District 4, each for full terms of four years; and

WHEREAS, a General Municipal Election was held in the City of Concord on Tuesday, November 3, 2020, pursuant to Concord Resolution No. 20-48 on a ballot measure to extend/increase an existing voter approved Local General Transaction and Use (Sales) Tax from 0.5% to 1% until ended by voters to fund general municipal services; and

WHEREAS, such election was conducted in the manner required by the provisions of the California Election Code for general law cities; and

WHEREAS, the County Clerk of Contra Costa County, pursuant to the request of the City Clerk of the City of Concord, has duly canvassed the votes and has verified the results of the votes cast, which certification is now on file in the Office of the City Clerk of the City of Concord.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES
RESOLVE AND DECLARE:**

1. That the canvas of votes by the County Clerk on file in the City Clerk's Office is hereby confirmed, and the votes cast for the candidates for Member of the City Council for District 2 and Member of the City Council for District 4 are as follows:

City Council Candidates	Votes
District 2	
Carlyn Obringer	4,842
Hope Johnson	2,779
Harmesh Kumar	1,789

1 Tristan Piper 945

2 Paul R. Wood 702

3 **District 4**

4 Edi Birsan 9,717

5 2. That the canvas of votes by the County Clerk on file in the City Clerk's Office is hereby
6 confirmed, and the votes cast for Measure V are as follows:

7 **Measure V – City of Concord**

8 Yes 28,771

9 No 28,231

10 **IT IS THEREFORE FURTHER RESOLVED AND DETERMINED AS FOLLOWS:**

11 Section 1. The whole number of ballots cast in the election was 60,727 ballots, resulting in a
12 voter turnout of 83.24 percent based on a voter registration of 72,952 voters.

13 Section 2. The results of the votes cast in the election are attached to this resolution as Exhibit
14 A.

15 Section 3. Carlyn Obringer was duly elected as Councilmember for District 2 for a terms of
16 four years. Edi Birsan was duly elected as Councilmember for District 4 for a term of four years.

17 Section 4. Pursuant to Elections Code Section 9217, the City Council of the City of Concord
18 declares that Measure V passed by majority vote.

19 Section 5. By passage of Measure V, the people of the City of Concord authorize adoption of
20 Ordinance No. 20-11, and such Ordinance No. 20-11 shall go into effect as provided in Elections
21 Code Section 9217.

22 Section 5. The City Clerk shall administer the oath of office and present the certificate of
23 election to each duly-elected official.

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

25 //

26 //

27 //

28 //

PASSED AND ADOPTED by the City Council of the City of Concord on December 8, 2020,
by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSTAIN: Councilmembers -

ABSENT: Councilmembers -

I HEREBY CERTIFY that the foregoing Resolution No. 20-XX was duly and regularly adopted at a regular meeting of the City Council of the City of Concord on December 8, 2020.

Joelle Fockler, MMC
City Clerk

APPROVED AS TO FORM:

Susanne Meyer Brown
City Attorney

Attachment: Exhibit A: Election Results

Exhibit A

**CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE
CITY OF CONCORD
NOVEMBER 3, 2020 GENERAL ELECTION**

State of California)
) ss.
County of Contra Costa)

I, DEBORAH COOPER, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Concord** in said county at the General Election held on November 3, 2020 for said city candidates and measure(s) submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate and measure are full, true and correct.

WITNESS my hand and official seal this 30th day of November, 2020.

DEBORAH COOPER, County Clerk



By: Rosa Mena
Rosa Mena, Deputy Clerk

CITY OF BRENTWOOD, MEMBER, CITY COUNCIL, COUNCIL DISTRICT 3 (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

Times Cast	Party	Vote By Mail		In-Person		Total
		9,068		863		9,931 / 11,245 88.31%
Candidate						
SUSANNAH MEYER		3,380		229		3,609 44.31%
INDRANI GOLDEN		2,225		230		2,455 30.14%
OLGA VIDRIALES		1,874		207		2,081 25.55%
Total Votes		7,479		666		8,145

CITY OF CLAYTON, MEMBER, CITY COUNCIL (Vote for 3)

Precincts Reported: 7 of 7 (100.00%)

Times Cast	Party	Vote By Mail		In-Person		Total
		6,983		770		7,753 / 8,675 89.37%
Candidate						
JIM DIAZ		3,223		463		3,686 19.41%
PETER CLOVEN		3,222		229		3,451 18.18%
LETECIA "HOLLY" TILLMAN		3,074		190		3,264 17.19%
FRANK GAVIDIA		2,569		404		2,973 15.66%
GLENN D. MILLER		2,482		362		2,844 14.98%
TUIJA CATALANO		2,610		159		2,769 14.58%
Total Votes		17,180		1,807		18,987

CITY OF CONCORD, MEMBER, CITY COUNCIL, DISTRICT 2 (Vote for 1)

Precincts Reported: 20 of 20 (100.00%)

Times Cast	Party	Vote By Mail		In-Person		Total
		11,043		1,154		12,197 / 15,080 80.88%
Candidate						
CARLYN OBRINGER		4,507		335		4,842 43.79%
HOPE JOHNSON		2,573		206		2,779 25.13%
HARMESH KUMAR		1,626		163		1,789 16.18%
TRISTAN PIPER		782		163		945 8.55%
PAUL R. WOOD		591		111		702 6.35%
Total Votes		10,079		978		11,057

CITY OF CONCORD, MEMBER, CITY COUNCIL, DISTRICT 4 (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

Times Cast	Party	Vote By Mail		In-Person		Total
		12,159		1,306		13,465 / 15,952 84.41%
Candidate						
EDI BIRSAN		8,946		771		9,717 100.00%
Total Votes		8,946		771		9,717

CITY OF CONCORD, MEMBER, CITY COUNCIL, DISTRICT 2 (Vote for 1)

Insufficient Turnout to Protect Voter Privacy

Precinct Portion	County	Contra Costa	Voters Registered	Times Cast
CONC101 0				
	Vote By Mail	590	791	
	In-Person	59	791	
	Total	649	791	
CONC102 0				
	Vote By Mail	804	1,152	
	In-Person	109	1,152	
	Total	913	1,152	
CONC103 1				
	Vote By Mail	786	1,039	
	In-Person	77	1,039	
	Total	863	1,039	
CONC103 1				
	Vote By Mail	137	194	
	In-Person	18	194	
	Total	155	194	
CONC104 0				
	Vote By Mail	793	1,050	
	In-Person	74	1,050	
	Total	867	1,050	
CONC105 0				
	Vote By Mail	857	1,179	
	In-Person	97	1,179	
	Total	954	1,179	
CONC106 0				
	Vote By Mail	871	1,178	
	In-Person	76	1,178	
	Total	947	1,178	

Precinct Portion		TRISTAN PIPER			CARLYN BRINGER		
County		Contra Costa			Contra Costa		
Precinct	Portion	Vote By Mail	In-Person	Total	Vote By Mail	In-Person	Total
CONC101 0		31	6	37	33	9	42
	Vote By Mail	241	11	252	356	43	399
	In-Person						
	Total						
CONC102 0					50	7	57
	Vote By Mail				337	20	357
	In-Person						
	Total						
CONC103 0					9	2	11
	Vote By Mail				36	4	40
	In-Person						
	Total						
CONC103 1					14	14	28
	Vote By Mail				45	11	56
	In-Person						
	Total						
CONC104 0					59	59	118
	Vote By Mail				311	23	334
	In-Person						
	Total						
CONC105 0					58	14	72
	Vote By Mail				359	29	388
	In-Person						
	Total						
CONC106 0					59	12	71
	Vote By Mail				313	20	333
	In-Person						
	Total						

CARLYN
DBRINGER

Precinct/Portion		County		Contra Costa		Total Votes	
CONC101 0							
		Vote By Mail	129	43	113	557	
		In-Person	13	5	12	47	
		Total	142	48	125	604	
CONC102 0							
		Vote By Mail	135	29	180	733	
		In-Person	15	1	21	89	
		Total	150	30	201	822	
CONC103 0							
		Vote By Mail	93	34	193	707	
		In-Person	10	9	21	67	
		Total	103	43	214	774	
CONC103 1							
		Vote By Mail	25	7	45	122	
		In-Person	0	2	8	16	
		Total	25	9	53	138	
CONC104 0							
		Vote By Mail	87	46	220	709	
		In-Person	8	4	12	61	
		Total	95	50	232	770	
CONC105 0							
		Vote By Mail	132	41	191	781	
		In-Person	12	15	15	85	
		Total	144	56	206	866	
CONC106 0							
		Vote By Mail	141	59	227	799	
		In-Person	15	8	11	66	
		Total	156	67	238	865	

Precinct	Precinct Portion	Times Cast			Registered		
		Vote By Mail	In-Person	Total	Vote By Mail	In-Person	Total
CONC107 0		996	1,334	2,330	68	393	461
	Vote By Mail	85	1,334	1,419	14	22	36
	In-Person						
	Total	1,081	1,334	2,415	82	415	497
CONC108 0		829	1,074	1,903	53	352	405
	Vote By Mail	68	1,074	1,142	10	25	35
	In-Person						
	Total	897	1,074	1,971	63	377	450
CONC109 0		956	1,301	2,257	137	346	483
	Vote By Mail	136	1,301	1,437	25	36	61
	In-Person						
	Total	1,092	1,301	2,393	162	382	575
CONC119 0		852	1,213	2,065	62	339	401
	Vote By Mail	102	1,213	1,315	19	29	48
	In-Person						
	Total	954	1,213	2,167	81	368	448
CONC120 0		974	1,295	2,269	55	462	520
	Vote By Mail	9	1,295	1,304	7	30	37
	In-Person						
	Total	1,068	1,295	2,363	62	492	559
CONC802 0		94	1,295	1,389	9	****	5
	Vote By Mail	0	1,295	1,295	0	0	0
	In-Person						
	Total	9	1,295	1,394	9	****	5
CONC803 0		358	521	879	0	0	0
	Vote By Mail	34	521	555	0	0	0
	In-Person						
	Total	392	521	913	0	0	0
CONC805 0		464	154	618	25	14	40
	Vote By Mail	1	154	155	0	0	0
	In-Person						
	Total	464	154	618	25	14	40

Precinct Partition	HARMESH KUMAR			PAUL R. WOOD			HOPE JOHNSON							
CONC107 0	Vote By Mail	77	242	930	Vote By Mail	37	216	769	Vote By Mail	111	12	16	1,004	
In-Person	10	12	16	74	In-Person	4	8	57	In-Person	10	89	258	1,004	
Total	160	121	41	1,004	Total	121	41	826	Total	123	66	224	1,004	
CONC108 0	Vote By Mail	32	220	785	Vote By Mail	132	6	15	88	Vote By Mail	114	23	18	1,005
In-Person	19	19	38	826	In-Person	19	6	38	In-Person	137	89	235	1,005	
Total	151	151	235	1,005	Total	137	89	235	Total	133	43	172	865	
CONC119 0	Vote By Mail	12	11	76	Vote By Mail	12	11	16	76	Vote By Mail	145	54	188	941
In-Person	12	12	16	76	In-Person	12	11	16	76	In-Person	145	54	188	941
Total	145	145	54	941	Total	145	54	235	Total	145	54	188	941	
CONC120 0	Vote By Mail	****	****	****	Vote By Mail	0	0	0	0	Vote By Mail	0	0	0	0
In-Person	0	0	0	0	In-Person	0	0	0	0	In-Person	0	0	0	0
Total	0	0	0	0	Total	0	0	0	0	Total	0	0	0	0
CONC802 0	Vote By Mail	0	0	0	Vote By Mail	0	0	0	0	Vote By Mail	54	14	62	309
In-Person	0	0	0	0	In-Person	0	0	0	0	In-Person	3	3	8	29
Total	0	0	0	0	Total	0	0	0	0	Total	57	17	70	338
CONC803 0	Vote By Mail	0	0	0	Vote By Mail	0	0	0	0	Vote By Mail	54	14	62	309
In-Person	0	0	0	0	In-Person	0	0	0	0	In-Person	3	3	8	29
Total	0	0	0	0	Total	0	0	0	0	Total	57	17	70	338

Precinct Portion		TRISTAN PIPER			CARLYN BRINGER		
Times Cast		Votes			Registered		
Precinct Portion	Voters	Vote By Mail	In-Person	Total	Vote By Mail	In-Person	Total
CONC806 0					25	6	31
Vote By Mail	548	28	28	548	145	5	150
In-Person							
Total	422			548			
CONC807 0					19	5	24
Vote By Mail	300	25	25	300	105	6	111
In-Person							
Total	247			300			
CONC808 0					52	12	64
Vote By Mail	879	69	69	879	256	17	273
In-Person							
Total	633			879			
CONC810 0					0	0	0
Vote By Mail	614	0	0	614	0	0	0
In-Person							
Total							
CONC810 0					0	0	0
Vote By Mail	879	0	0	879	0	0	0
In-Person							
Total	633			879			
CONC824 0					0	0	0
Vote By Mail	0	2	0	2	0	0	0
In-Person							
Total	2		0	2			
CONC824 0					0	0	0
Vote By Mail	0	0	0	0	0	0	0
In-Person							
Total	0		0	0			
CONC825 0					0	0	0
Vote By Mail	1	1	1	1	0	0	0
In-Person							
Total	1		1	1			
Contra Costa - Total	12,197			15,080	945		4,842
Cumulative							
Vote By Mail	0			0	0		0
In-Person	0			0	0		0
Total	0			0	0		0
Cumulative - Total	0			0	0		0
County - Total	12,197			15,080	945		4,842
Cumulative							
Vote By Mail	0			0	0		0
In-Person	0			0	0		0
Total	0			0	0		0
Cumulative - Total	0			0	0		0
County - Total	12,197			15,080	945		4,842

Precinct Portion		Total Votes		HARMESH KUMAR		PAUL R. WOOD		HORSE JOHNSON		CONC806 0	
Vote By Mail	78	22	86	356							
In-Person	8	2	6	27							
Total	86	24	92	383							
CONC807 0											
Vote By Mail	23	8	46	201							
In-Person	6	0	5	22							
Total	29	8	51	223							
CONC808 0											
Vote By Mail	80	32	141	561							
In-Person	8	6	14	57							
Total	88	38	155	618							
CONC810 0											
Vote By Mail	0	0	0	0							
In-Person	****	****	****	****							
Total	****	****	****	****							
CONC824 0											
Vote By Mail	0	0	0	0							
In-Person	****	****	****	****							
Total	****	****	****	****							
CONC825 0											
Vote By Mail	****	****	****	****							
In-Person	0	0	0	0							
Total	****	****	****	****							
Contra Costa - Total	1,789	702	2,779	11,057							
Cumulative											
Vote By Mail	0	0	0	0							
In-Person	0	0	0	0							
Total	0	0	0	0							
Cumulative - Total	0	0	0	0							
County - Total	1,789	702	2,779	11,057							

CITY OF CONCORD, MEMBER, CITY COUNCIL, DISTRICT 4 (Vote for 1) * - Insufficient Turnout to Protect Voter Privacy**

Precinct Portion		EDB BIRSAN		
County	Contra Costa	Total Votes		
Contra Costa	CONC124 0			
	Vote By Mail	624	830	461
	In-Person	91	830	45
	Total	715	830	506
Contra Costa	CONC124 1			
	Vote By Mail	322	439	224
	In-Person	56	439	35
	Total	378	439	259
Contra Costa	CONC127 0			
	Vote By Mail	564	740	376
	In-Person	71	740	39
	Total	635	740	415
Contra Costa	CONC140 0			
	Vote By Mail	653	806	471
	In-Person	33	806	21
	Total	686	806	492
Contra Costa	CONC147 0			
	Vote By Mail	141	181	109
	In-Person	13	181	5
	Total	154	181	114
Contra Costa	CONC147 1			
	Vote By Mail	646	971	495
	In-Person	79	971	46
	Total	725	971	541
Contra Costa	CONC149 0			
	Vote By Mail	843	1,098	643
	In-Person	124	1,098	74
	Total	967	1,098	717

Precinct Portion		Times Cast			Registered Voters		
CONC150 0		Vote By Mail	889	1,110			
		In-Person	75	1,110			
		Total	964	1,110			
CONC152 0		Vote By Mail	888	1,129			
		In-Person	91	1,129			
		Total	979	1,129			
CONC154 0		Vote By Mail	77	96			
		In-Person	6	96			
		Total	83	96			
CONC154 1		Vote By Mail	516	660			
		In-Person	53	660			
		Total	569	660			
CONC163 0		Vote By Mail	636	911			
		In-Person	62	911			
		Total	698	911			
CONC164 0		Vote By Mail	887	1,079			
		In-Person	82	1,079			
		Total	969	1,079			
CONC165 0		Vote By Mail	625	982			
		In-Person	102	982			
		Total	727	982			
CONC811 0		Vote By Mail	489	564			
		In-Person	27	564			
		Total	516	564			

Precinct Portion		Total Votes			EDIBIRSAN		
CONC150 0		Vote By Mail	653	653			
		In-Person	38	38			
		Total	691	691			
CONC152 0		Vote By Mail	636	636			
		In-Person	62	62			
		Total	698	698			
CONC154 0		Vote By Mail	62	62			
		In-Person	****	****			
		Total	66	66			
CONC154 1		Vote By Mail	358	358			
		In-Person	32	32			
		Total	390	390			
CONC163 0		Vote By Mail	505	505			
		In-Person	41	41			
		Total	546	546			
CONC164 0		Vote By Mail	646	646			
		In-Person	34	34			
		Total	680	680			
CONC165 0		Vote By Mail	455	455			
		In-Person	72	72			
		Total	527	527			
CONC811 0		Vote By Mail	366	366			
		In-Person	15	15			
		Total	381	381			

Precinct Portion	Voters Registered	Times Cast
CONC813 0		
Vote By Mail	39	53
In-Person	4	53
Total	43	53
CONC813 1		
Vote By Mail	14	19
In-Person	2	19
Total	16	19
CONC814 0		
Vote By Mail	535	668
In-Person	50	668
Total	585	668
CONC815 0		
Vote By Mail	608	865
In-Person	77	865
Total	685	865
CONC816 0		
Vote By Mail	5	8
In-Person	0	8
Total	5	8
CONC817 0		
Vote By Mail	450	569
In-Person	53	569
Total	503	569
CONC818 0		
Vote By Mail	86	108
In-Person	4	108
Total	90	108
CONC819 0		
Vote By Mail	715	886
In-Person	63	886
Total	778	886

Precinct Portion	EDI BIRSAN	Total Votes
CONC813 0		
Vote By Mail	26	26
In-Person	****	****
Total	30	30
CONC813 1		
Vote By Mail	8	8
In-Person	****	****
Total	10	10
CONC814 0		
Vote By Mail	419	419
In-Person	36	36
Total	455	455
CONC815 0		
Vote By Mail	479	479
In-Person	52	52
Total	531	531
CONC816 0		
Vote By Mail	0	0
In-Person	0	0
Total	0	0
CONC817 0		
Vote By Mail	300	300
In-Person	31	31
Total	331	331
CONC818 0		
Vote By Mail	61	61
In-Person	****	****
Total	63	63
CONC819 0		
Vote By Mail	529	529
In-Person	37	37
Total	566	566

Precinct Portion		Total Votes		
EDI BIRSAN				
CONC820 0	Precinct Portion	Vote By Mail	56	56
		In-Person	****	****
		Total	61	61
CONC821 0	Precinct Portion	Vote By Mail	439	439
		In-Person	25	25
		Total	464	464
CONC823 0	Precinct Portion	Vote By Mail	165	165
		In-Person	14	14
		Total	179	179
Contra Costa - Total	Cumulative		9,717	9,717
Times Cast	Registered Voters			
CONC820 0	Precinct Portion	Vote By Mail	77	99
		In-Person	7	99
		Total	84	99
CONC821 0	Precinct Portion	Vote By Mail	607	783
		In-Person	56	783
		Total	663	783
CONC823 0	Precinct Portion	Vote By Mail	223	298
		In-Person	25	298
		Total	248	298
Contra Costa - Total	Cumulative		13,465	15,952
County - Total	Cumulative - Total		0	0

MEASURE X - CONTRA COSTA COUNTY - MAJORITY (Vote for 1)

Precincts Reported: 957 of 957 (100.00%)

Times Cast	Party	Vote By Mail		In-Person	Total	Total 83.58%
		535,958	51,615			
Candidate		Vote By Mail		In-Person	Total	
Yes		298,026		25,296	323,322	58.45%
No		207,937		21,856	229,793	41.55%
Total Votes		505,963		47,152	553,115	

MEASURE T - CITY OF ANTIOCH - MAJORITY (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)

Times Cast	Party	Vote By Mail		In-Person	Total	Total 76.45%
		42,463	5,236			
Candidate		Vote By Mail		In-Person	Total	
Yes		31,568		3,272	34,840	78.89%
No		7,965		1,358	9,323	21.11%
Total Votes		39,533		4,630	44,163	

MEASURE V - CITY OF CONCORD - MAJORITY (Vote for 1)

Precincts Reported: 84 of 84 (100.00%)

Times Cast	Party	Vote By Mail		In-Person	Total	Total 83.24%
		54,683	6,044			
Candidate		Vote By Mail		In-Person	Total	
Yes		26,193		2,578	28,771	50.47%
No		25,319		2,912	28,231	49.53%
Total Votes		51,512		5,490	57,002	

MEASURE R - CITY OF ORINDA - MAJORITY (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

Times Cast	Party	Vote By Mail		In-Person	Total	Total 90.02%
		12,771	745			
Candidate		Vote By Mail		In-Person	Total	
Yes		7,290		301	7,591	58.71%
No		4,939		399	5,338	41.29%
Total Votes		12,229		700	12,929	

MEASURE V - CITY OF CONCORD - MAJORITY (Vote for 1)

* * * - Insufficient Turnout to Protect Voter Privacy

Precinct Portion	County	Times Cast	Registered Voters
	Contra Costa		
CONC101 0			
	Vote By Mail	592	791
	In-Person	59	791
	Total	651	791
CONC102 0			
	Vote By Mail	804	1,152
	In-Person	109	1,152
	Total	913	1,152
CONC103 0			
	Vote By Mail	788	1,039
	In-Person	77	1,039
	Total	865	1,039
CONC103 1			
	Vote By Mail	138	194
	In-Person	18	194
	Total	156	194
CONC104 0			
	Vote By Mail	799	1,050
	In-Person	74	1,050
	Total	873	1,050
CONC105 0			
	Vote By Mail	862	1,179
	In-Person	97	1,179
	Total	959	1,179
CONC106 0			
	Vote By Mail	875	1,178
	In-Person	77	1,178
	Total	952	1,178

Times Cast		Registers	
Precinct	Portion	Precinct	Portion
CONC107 0			
		Vote By Mail	996
		In-Person	85
		Total	1,081
CONC108 0			
		Vote By Mail	832
		In-Person	69
		Total	901
CONC109 0			
		Vote By Mail	960
		In-Person	137
		Total	1,097
CONC112 0			
		Vote By Mail	864
		In-Person	97
		Total	961
CONC113 0			
		Vote By Mail	799
		In-Person	82
		Total	881
CONC114 0			
		Vote By Mail	747
		In-Person	80
		Total	827
CONC115 0			
		Vote By Mail	1,189
		In-Person	155
		Total	1,344
CONC116 0			
		Vote By Mail	411
		In-Person	40
		Total	451

Precinct	Portion	Yes	No	Total	Total Votes
CONC107 0		477	460	937	
		Vote By Mail	29	48	77
		In-Person			
		Total	506	508	1,014
CONC108 0		423	360	783	
		Vote By Mail	37	25	62
		In-Person			
		Total	460	385	845
CONC109 0		499	414	913	
		Vote By Mail	59	67	126
		In-Person			
		Total	558	481	1,039
CONC112 0		415	406	821	
		Vote By Mail	42	45	87
		In-Person			
		Total	457	451	908
CONC113 0		374	364	738	
		Vote By Mail	27	52	79
		In-Person			
		Total	401	416	817
CONC114 0		317	407	724	
		Vote By Mail	30	44	74
		In-Person			
		Total	347	451	798
CONC115 0		502	634	1,136	
		Vote By Mail	53	85	138
		In-Person			
		Total	555	719	1,274
CONC116 0		239	140	379	
		Vote By Mail	30	8	38
		In-Person			
		Total	269	148	417

Registered
Voters

Times Cast

Precinct	Precinct Portion	Yes	No
CONC117 0		535	368
	Vote By Mail	535	368
	In-Person	69	56
	Total	604	424
CONC118 0		596	303
	Vote By Mail	596	303
	In-Person	72	28
	Total	668	331
CONC119 0		418	392
	Vote By Mail	418	392
	In-Person	57	38
	Total	475	430
CONC120 0		473	453
	Vote By Mail	473	453
	In-Person	43	40
	Total	516	493
CONC121 0		378	413
	Vote By Mail	378	413
	In-Person	49	59
	Total	427	472
CONC122 0		337	359
	Vote By Mail	337	359
	In-Person	30	28
	Total	367	387
CONC123 0		542	408
	Vote By Mail	542	408
	In-Person	38	46
	Total	580	454
CONC124 0		293	305
	Vote By Mail	293	305
	In-Person	34	49
	Total	327	354

Total Votes

Precinct	Precinct Portion	Yes	No
CONC117 0		535	368
	Vote By Mail	535	368
	In-Person	69	56
	Total	604	424
CONC118 0		596	303
	Vote By Mail	596	303
	In-Person	72	28
	Total	668	331
CONC119 0		418	392
	Vote By Mail	418	392
	In-Person	57	38
	Total	475	430
CONC120 0		473	453
	Vote By Mail	473	453
	In-Person	43	40
	Total	516	493
CONC121 0		378	413
	Vote By Mail	378	413
	In-Person	49	59
	Total	427	472
CONC122 0		337	359
	Vote By Mail	337	359
	In-Person	30	28
	Total	367	387
CONC123 0		542	408
	Vote By Mail	542	408
	In-Person	38	46
	Total	580	454
CONC124 0		293	305
	Vote By Mail	293	305
	In-Person	34	49
	Total	327	354

Precinct/Portion	Times Cast	Registered Voters	Total Votes		
			Yes	No	2/
CONC124 1					
	Vote By Mail	133	177	310	310
	In-Person	25	24	49	49
	Total	158	201	359	359
CONC124 1					
	Vote By Mail	409	383	792	792
	In-Person	100	145	245	245
	Total	509	528	1,037	1,037
CONC125 0					
	Vote By Mail	409	551	1,069	1,069
	In-Person	14	31	45	45
	Total	532	582	1,114	1,114
CONC126 0					
	Vote By Mail	518	230	303	303
	In-Person	14	22	47	47
	Total	532	350	602	602
CONC127 0					
	Vote By Mail	230	443	519	519
	In-Person	22	35	39	39
	Total	252	478	558	558
CONC128 0					
	Vote By Mail	443	443	962	962
	In-Person	35	39	74	74
	Total	478	558	1,036	1,036
CONC129 0					
	Vote By Mail	311	396	707	707
	In-Person	41	30	71	71
	Total	352	426	778	778
CONC130 0					
	Vote By Mail	256	227	483	483
	In-Person	30	33	63	63
	Total	286	260	546	546
CONC131 0					
	Vote By Mail	415	263	678	678
	In-Person	39	30	69	69
	Total	454	293	747	747

Precinct Portion		Yes		No	
Precinct Portion	Registerd Voters	Times Cast	Voters	Times Cast	Voters
CONC132 0					
Vote By Mail	662	822	293	326	619
In-Person	19	822	6	11	17
Total	681	822	299	337	636
CONC133 0					
Vote By Mail	811	1,073	346	424	770
In-Person	92	1,073	36	48	84
Total	903	1,073	382	472	854
CONC134 0					
Vote By Mail	843	1,125	368	435	803
In-Person	79	1,125	28	45	73
Total	922	1,125	396	480	876
CONC135 0					
Vote By Mail	828	1,038	300	474	774
In-Person	82	1,038	23	53	76
Total	910	1,038	323	527	850
CONC135 1					
Vote By Mail	104	127	39	61	100
In-Person	8	127	****	****	****
Total	112	127	43	65	108
CONC136 0					
Vote By Mail	545	709	226	294	520
In-Person	49	709	14	32	46
Total	594	709	240	326	566
CONC137 0					
Vote By Mail	689	932	366	274	640
In-Person	78	932	29	38	67
Total	767	932	395	312	707
CONC138 0					
Vote By Mail	916	1,212	419	442	861
In-Person	107	1,212	32	64	96
Total	1,023	1,212	451	506	957

Precinct/Portion	Times Cast		Registered		Total Votes
	Yes	No	Yes	No	
CONC139 0					
Vote By Mail	798	1,080			
In-Person	91	1,080			
Total	889	1,080			
CONC140 0					
Vote By Mail	656	806			
In-Person	33	806			
Total	689	806			
CONC141 0					
Vote By Mail	721	900			
In-Person	81	900			
Total	802	900			
CONC144 0					
Vote By Mail	1,063	1,285			
In-Person	86	1,285			
Total	1,149	1,285			
CONC145 0					
Vote By Mail	884	1,328			
In-Person	125	1,328			
Total	1,009	1,328			
CONC146 0					
Vote By Mail	761	1,148			
In-Person	134	1,148			
Total	895	1,148			
CONC147 0					
Vote By Mail	141	181			
In-Person	13	181			
Total	154	181			
CONC147 1					
Vote By Mail	649	971			
In-Person	78	971			
Total	727	971			
					299
					364
					364
					663
					71
					592
					137
					13
					150
					83
					5
					67
					78
					36
					263
					35
					1
					21
					32
					647
					373
					356
					74
					392
					756
					1,085
					42
					40
					471
					431
					572
					355
					1,003
					615
					352
					44
					41
					395
					749
					85
					834

Precinct Portion	Voters	Times Cast	Total Votes
CONC149 0			
Vote By Mail	847	1,098	
In-Person	124	1,098	
Total	971	1,098	
CONC150 0			
Vote By Mail	896	1,110	
In-Person	77	1,110	
Total	973	1,110	
CONC152 0			
Vote By Mail	900	1,129	
In-Person	91	1,129	
Total	991	1,129	
CONC154 0			
Vote By Mail	78	96	
In-Person	6	96	
Total	84	96	
CONC154 1			
Vote By Mail	516	660	
In-Person	53	660	
Total	569	660	
CONC156 0			
Vote By Mail	824	1,035	
In-Person	98	1,035	
Total	922	1,035	
CONC157 0			
Vote By Mail	759	956	
In-Person	77	956	
Total	836	956	
CONC158 0			
Vote By Mail	859	1,170	
In-Person	103	1,170	
Total	962	1,170	
CONC158 0 Total			
Page 26 of 46			

Precinct Portion

CONC149 0

Total Votes

Yes

%

Precinct Portion

CONC149 0

Total Votes

Yes

%

Precinct Portion

CONC150 0

Total Votes

Yes

%

Precinct Portion

CONC152 0

Total Votes

Yes

%

Precinct Portion

CONC154 0

Total Votes

Yes

%

Precinct Portion

CONC154 1

Total Votes

Yes

%

Precinct Portion

CONC156 0

Total Votes

Yes

%

Precinct Portion

CONC157 0

Total Votes

Yes

%

Precinct Portion

CONC158 0

Total Votes

Yes

%

Precinct/Portion	Times Cast	Votes Registered	Total Votes		
			Yes	No	2
CONC167 0					
	Vote By Mail	1,076	798	1,076	
	In-Person	1,076	82	1,076	
	Total	1,076	880	1,076	
CONC168 0					
	Vote By Mail	1,012	810	1,012	
	In-Person	1,012	85	1,012	
	Total	1,012	895	1,012	
CONC801 0					
	Vote By Mail	48	30	48	
	In-Person	48	1	48	
	Total	48	31	48	
CONC801 1					
	Vote By Mail	1	1	1	
	In-Person	1	0	1	
	Total	1	1	1	
CONC801 2					
	Vote By Mail	2	2	2	
	In-Person	2	0	2	
	Total	2	2	2	
CONC802 0					
	Vote By Mail	10	31	10	
	In-Person	0	31	0	
	Total	0	31	0	
CONC803 0					
	Vote By Mail	0	0	0	
	In-Person	0	0	0	
	Total	0	0	0	
CONC804 0					
	Vote By Mail	21	25	21	
	In-Person	0	25	0	
	Total	0	21	0	

Registered
Voters

Times Cast

Precinct	Precinct Portion	Yes	No	Total Votes
CONC805 0				
	Vote By Mail	225		103
	In-Person	18		13
	Total	243		116
CONC806 0				
	Vote By Mail	195		179
	In-Person	17		9
	Total	212		188
CONC807 0				
	Vote By Mail	102		109
	In-Person	10		10
	Total	112		122
CONC808 0				
	Vote By Mail	288		294
	In-Person	31		32
	Total	319		326
CONC809 0				
	Vote By Mail	90		77
	In-Person	9		9
	Total	99		86
CONC810 0				
	Vote By Mail	0		0
	In-Person	***	***	***
	Total	205		286
CONC811 0				
	Vote By Mail	197		269
	In-Person	8		17
	Total	205		286
CONC812 0				
	Vote By Mail	152		173
	In-Person	8		17
	Total	160		190

Precinct/Portion	Times Cast			Total Votes
	Yes	No	2	
CONC813 0				
Vote By Mail	16	22	****	38
In-Person	****	****	****	****
Total	17	25	****	42
CONC813 1				
Vote By Mail	6	6	****	12
In-Person	****	****	****	****
Total	6	8	****	14
CONC814 0				
Vote By Mail	245	266	511	
In-Person	19	25	44	
Total	264	291	555	
CONC815 0				
Vote By Mail	344	232	576	
In-Person	38	30	68	
Total	382	262	644	
CONC816 0				
Vote By Mail	****	****	****	
In-Person	0	0	0	
Total	****	****	****	
CONC817 0				
Vote By Mail	192	231	423	
In-Person	26	21	47	
Total	218	252	470	
CONC818 0				
Vote By Mail	36	46	82	
In-Person	****	****	****	
Total	40	46	86	
CONC819 0				
Vote By Mail	717	886	678	
In-Person	20	41	61	
Total	739	397	342	
CONC819 0				
Vote By Mail	322	356	678	
In-Person	20	41	61	
Total	342	397	739	

Precinct Portion		Times Cast		Registered Voters		Yes		No	
CONC820 0		Vote By Mail	78	99	99	39	75	75	75
		In-Person	7	99	99	****	****	****	****
	Total		85	99	99	41	40	40	81
CONC821 0		Vote By Mail	614	783	783	282	296	578	578
		In-Person	56	783	783	17	31	48	48
	Total		670	783	783	299	327	626	626
CONC822 0		Vote By Mail	0	0	0	0	0	0	0
		In-Person	0	0	0	0	0	0	0
	Total		0	0	0	0	0	0	0
CONC823 0		Vote By Mail	0	0	0	108	98	206	206
		In-Person	0	0	0	12	9	21	21
	Total		0	0	0	120	107	227	227
CONC824 0		Vote By Mail	224	298	298	0	0	0	0
		In-Person	25	298	298	****	****	****	****
	Total		249	298	298	****	****	****	****
CONC824 0		Vote By Mail	0	0	0	0	0	0	0
		In-Person	1	0	0	0	0	0	0
	Total		1	0	0	0	0	0	0
CONC825 0		Vote By Mail	1	1	1	0	0	0	0
		In-Person	0	1	1	****	****	****	****
	Total		1	1	1	****	****	****	****
Contra Costa - Total			60,727	72,952	72,952	28,771	28,231	57,002	57,002
Cumulative		Cumulative		Cumulative		Cumulative		Cumulative	
		Vote By Mail	0	0	0	0	0	0	0
		In-Person	0	0	0	0	0	0	0
	Total		0	0	0	0	0	0	0
County - Total			60,727	72,952	72,952	28,771	28,231	57,002	57,002
Cumulative - Total		Cumulative - Total		Cumulative - Total		Cumulative - Total		Cumulative - Total	
		Vote By Mail	0	0	0	0	0	0	0
		In-Person	0	0	0	0	0	0	0
	Total		0	0	0	0	0	0	0
County - Total			60,727	72,952	72,952	28,771	28,231	57,002	57,002

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

A Resolution Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administrative for Implementation of a Local Transactions and Use Tax

Resolution No. 20-XX

WHEREAS, on December 8, 2020, the City Council approved Ordinance No. 20-11 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

WHEREAS, the Department requires that the City Council authorize the agreements.

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

Section 1. The “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

Section 2. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Concord on December 8, 2020,
by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSTAIN: Councilmembers -

ABSENT: Councilmembers -

I HEREBY CERTIFY that the foregoing Resolution No. 20-XX was duly and regularly adopted at a regular meeting of the City Council of the City of Concord on December 8, 2020.

Joelle Fockler, MMC
City Clerk

APPROVED AS TO FORM:

Susanne Meyer Brown
City Attorney

Attachments: Exhibit A: Preparatory Agreement
Exhibit B: Administrative Agreement

EXHIBIT A

“PREPARATORY AGREEMENT”

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Concord, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.
2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.
3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.
4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.
5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance.

City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Concord
1950 Parkside Drive MS/06
Concord, CA 94519

Attention: Director of Finance

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF CONCORD

By _____
(Signature)

Valerie Barone
(Typed Name)

City Manager
(Title)

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

EXHIBIT B

“ADMINISTRATIVE AGREEMENT”

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Concord has adopted, and the voters of the City of Concord (hereafter called “City” or “District”) have approved by the required majority vote, the City of Concord Transactions and Use Tax Ordinance (hereafter called “Ordinance”), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the “Department”) and the City do agree as follows:

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 20-11, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.
2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.
3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Concord
1950 Parkside Drive MS/06
Concord, CA 94519

Attention: Director of Finance

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on _____. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF CONCORD

By _____
(Signature)
Valerie Barone
(Typed Name)
City Manager
(Title)

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

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

A Resolution Authorizing the Examination of Sales, Transactions and Use Tax Records

Resolution No. 20-XX

WHEREAS, pursuant to Concord Municipal Code Section 3.15 Articles I and V, Ordinance No. 20-11 of the City of Concord hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation and collection of local sales, transactions and use taxes and of the Transactions and Use Tax Ordinance; and

WHEREAS, the District deems it desirable and necessary for authorized representatives of the District to examine confidential sales, transactions and use tax records of the California Department of Tax and Fee Administration pertaining to sales, transactions and use taxes collected by the CDTFA for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the CDTFA.

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

Section 1. The City Manager or other officer or employee of the District designated in writing by the City Manager to the California Dept of Tax and Fee Administration (hereafter referred to as the CDTFA) is hereby appointed to represent the District with authority to examine sales, transactions and use tax records of the CDTFA pertaining to sales, transactions and use taxes collected for the District by the CDTFA pursuant to the contract between the District and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the District's sales, transactions and use taxes by the CDTFA pursuant to the contract.

1 **Section 2.** The City Manager, or other officer or employee of the District designated in
2 writing by the City Manager to the California Dept of Tax and Fee Administration is hereby appointed
3 to represent the District with authority to examine those transactions and use tax records of the
4 CDTFA for purposes related to the following governmental functions of the District:

5 a) City administration
6 b) Revenue management and budgeting
7 c) Community and economic development
8 d) Business license tax administration
9 e) Other purposes as deemed necessary

10 The information obtained by examination of CDTFA records shall be used only for those
11 governmental functions of the District listed above.

12 **Section 3.** That the City's existing contract with Hinderliter, de Llamas & Associates, Inc. (HdL
13 Companies) is hereby amended to add thereto the examination of the sales, transactions and use tax
14 records of the California Department of Tax and Fee Administration pertaining to sales, transactions
15 and use taxes collected for the District by the Department. The person or entity designated by this
16 section meets all of the following conditions:

17 a) has an existing contract with the District to examine those transactions and use tax records;
18 b) is required by that contract to disclose information contained in, or derived from those sales,
19 transactions and use tax records only to the officer or employee authorized under Section 1 (or
20 Section 2) of this resolution to examine the information;
21 c) is prohibited by that contract from performing consulting services for a retailer during the term
22 of that contract;
23 d) is prohibited by that contract from retaining the information contained in or derived from those
24 transactions and use tax records after that contract has expired.

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

26 **BE IT FURTHER RESOLVED** that the information obtained by examination of CDTFA
27 records shall be used only for purposes related to the collection of District's sales, transactions and use
28 taxes by the CDTFA pursuant to the contracts between the District and CDTFA.

PASSED AND ADOPTED by the City Council of the City of Concord on December 8, 2020,
by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSTAIN: Councilmembers -

ABSENT: Councilmembers -

I HEREBY CERTIFY that the foregoing Resolution No. 20-XX was duly and regularly adopted at a regular meeting of the City Council of the City of Concord on December 8, 2020.

Joelle Fockler, MMC
City Clerk

APPROVED AS TO FORM:

Susanne Meyer Brown
City Attorney

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

**A Resolution Designating _____ as Mayor of the
City of Concord**

Resolution No. 20-XX

WHEREAS, the City of Concord is a General Law City, and the Mayor is selected by the members of the City Council; and

WHEREAS, the City Council reorganized itself one year ago by designating the position of Mayor to a one-year term commencing December 3, 2019; and ending with the reorganization of the City Council in December 2020.

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

Section 1. Designates _____ as Mayor of the City of Concord for the period commencing December 8, 2020; and ending with the Council reorganization in December 2021.

Section 2. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Concord on December 8, 2020,
by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSTAIN: Councilmembers -

ABSENT: Councilmembers -

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1 **I HEREBY CERTIFY** that the foregoing Resolution No. 20-XX was duly and regularly
2 adopted at a regular meeting of the City Council of the City of Concord on December 8, 2020.
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Joelle Fockler, MMC
City Clerk

7 **APPROVED AS TO FORM:**
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Susanne Meyer Brown
City Attorney

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

**A Resolution Designating _____
as Vice Mayor for the City of Concord**

Resolution No. 20-XX

WHEREAS, the City of Concord is a General Law City and the Mayor and Vice Mayor are selected by the members of the City Council; and

WHEREAS, the City Council reorganized itself one year ago by designating one member of the Council to occupy the position of Vice Mayor for a one-year term commencing December 3, 2019, and ending with the reorganization of the City Council in December 2020.

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

Section 1. Designates _____ as Vice Mayor of the City of Concord for the period commencing December 8, 2020, and ending with the Council reorganization in December 2021.

Section 2. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Concord on December 8, 2020,
by the following vote:

AYES: Councilmembers –

NOES: Councilmembers -

ABSTAIN: Councilmembers =

ABSENT: Councilmembers =

I HEREBY CERTIFY that the foregoing Resolution No. 20-XX was duly and regularly adopted at a regular meeting of the City Council of the City of Concord on December 8, 2020.

Joelle Fockler, MMC
City Clerk

APPROVED AS TO FORM:

Susanne Meyer Brown
City Attorney