

ITEM 10.D.

MOORPARK CITY COUNCIL AGENDA REPORT

TO: The Honorable City Council

FROM: Tom Kruse, Parks & Recreation Director 

DATE: January 15, 2010 (CC Meeting of February 3, 2010)

SUBJECT: Consider Resolutions to Initiate Proceedings Related to the Citywide Landscaping and Lighting Assessment District and the Parks and Recreation Maintenance Improvement District for Fiscal Year 2010/2011

EXECUTIVE SUMMARY

This presents the resolutions for initiating the proceedings necessary to consider extension of the Citywide Landscaping and Lighting Assessment Districts and the Parks and Recreation Maintenance Improvement District for Fiscal Year 2010/2011.

BACKGROUND

Landscaping and Lighting Assessment Districts:

In 1984, a Landscaping and Lighting Maintenance Assessment District (AD 84-2), encompassing the entire City, was created to fund costs associated with street lighting and the maintenance of various landscaped areas in the City. This was a successor to the District enacted by the County of Ventura prior to the incorporation of the City. In subsequent years, Zones of Benefit were added to fund the maintenance of certain specific areas. Later, these Zones were changed to District 1 through District 12 (Districts 13 and 17 are not assigned).

Since 1984, the City has formed additional assessment districts to fund the maintenance of certain landscape improvements in and adjacent to:

2001

- Tract 5201, Wilshire Builders (AD01-1, District 14)
- Tract 4928, Toll Brothers (AD01-2, District 15)
- Tract 5166, Cabrillo (AD01-3, District 16)

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2004

- Tract 5307, Colmer Development (AD04-01, District 18)

2005

- PM 5264, M&M Development (AD05-01, District 19)

2006

- Tract 5133, Shea Homes (AD06-01, District 21)

2007

- Tract 5045, Pardee Homes (AD07-01, District 22)
- Tract 5187, Lyon Homes (AD07-02, District 20)
- IPD 2000-10, Casino Storage (AD07-04, District 24)

2008

- CPD 2004-01, Nearon (AD 07-03, District 25)

2009

- CPD 2004-03, Warehouse Discount Center (AD 09-01, District 26)

Parks and Recreation Maintenance Improvement District

In July 1999, the City successfully established a Parks and Recreation Maintenance and Improvement District. The current Maintenance District is based on a "special" assessment. This means that the City assesses property owners for that portion of park and recreation maintenance and improvement activities that generate a "special" benefit. The City is responsible for funding activities that generate a "general" benefit.

The Park and Recreation Maintenance and Improvement District include all existing 17 City parks. The amount of the assessment levied may be adjusted annually by a Cost of Living factor, not to exceed 3 percent.

DISCUSSION

As part of the annual budget process, the City Council considers whether or not to renew the subject Assessment Districts and levy amounts for the upcoming fiscal year. According to state law, before assessments may be levied, an Engineer's Report must be prepared for each assessment district setting forth the amount of the assessments and

the basis for establishing said amount.

The preparation of an Engineer's Report does not obligate the City to approve the Engineer's Report nor to proceed with levying assessments. The purpose of the Engineer's Report is to merely develop the information necessary for the City Council to make those decisions. The report sets forth the items proposed to be funded by the districts and the methodology used to distribute maintenance and improvement costs to all of the properties within each district.

When completed, each Engineer's Report is submitted to the City Council for approval. Approval of an Engineer's Report by the City Council does not require the City to levy the assessments. Such approval merely allows the Engineer's Reports, and the assessments set forth therein, to be considered at subsequent public hearings.

In accordance with the requirements of applicable State law, the Resolutions attached as Exhibits 1 and 2 initiate the process required for the City Council to consider continuation of the subject Assessment Districts. Upon adoption of these Resolutions, the Assessment Engineer will prepare an Engineer's Report for the Citywide Lighting and Landscaping Assessment Districts and a separate Engineer's Report for the Parks and Recreation Maintenance Improvement District.

Staff proposes that the City secure a professional services agreement with SCI Consulting Group to provide assessment district engineering services. SCI has served in this capacity for the last nine years.

FISCAL IMPACT

SCI's cost proposal for FY 2010/11 is \$19,200 plus up to \$2,200 for the contractor's out-of-pocket costs (Exhibit 3) to administer both the Parks Maintenance (\$9,350) and the Lighting and Landscape (\$9,850) assessment districts for FY 2010/2011. This cost was included in the adopted FY 09-10 Budget.

STAFF RECOMMENDATION

Adopt Resolution Nos. 2010- ____ and 2010- ____ (Exhibits 1 and 2) and authorize the City Manager to execute an agreement with SCI.

Attachments:

- Exhibit 1: Draft Resolution re: Initiating Proceeding for the Citywide Landscaping and Lighting Assessment Districts
- Exhibit 2: Draft Resolution re: Initiating Proceedings for the Parks and Recreation Maintenance Improvement District

Honorable City Council
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Exhibit 3: SCI Proposal

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, DIRECTING PREPARATION OF ANNUAL REPORT FOR FISCAL YEAR 2010-2011 FOR CITY OF MOORPARK, LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS

WHEREAS, the City of Moorpark provides for the maintenance and improvement of street lighting services through the City's Landscaping and Lighting Maintenance Assessment Districts; and

WHEREAS, the City Council of the City of Moorpark proposes to continue the specified districts for the fiscal year commencing July 1, 2010, and ending June 30, 2011.

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

SECTION 1. This Council ordered the formation of and levied the first assessments within the City of Moorpark Landscaping and Lighting Maintenance Assessment Districts No. AD84-2, AD01-1, AD01-2, AD01-3, AD04-1, AD05-1, AD06-1, AD07-1, AD07-2, AD07-3 and AD07-4 (the "Landscaping and Lighting Districts") pursuant to the provisions of the Landscaping and Lighting Act of 1972, commencing at Section 22500 of the California Streets and Highways Code (hereinafter "the Act").

SECTION 2. Sections 22620 et. seq., of the Act provide for the levy of annual assessments after formation of the Landscaping and Lighting Maintenance Assessment Districts.

SECTION 3. Within the Landscaping and Lighting Maintenance Assessment Districts, the existing and proposed improvements and any substantial changes proposed to be made to the existing improvements are generally described as follows:

Installation, maintenance and servicing of public facilities, including but not limited to one or more of street lights, public lighting facilities, landscaping, statuary, fountains, and other ornamental structures and facilities, entry monuments and all necessary appurtenances, debris basins, turf, ground cover, shrubs and trees, irrigation systems, drainage systems, lighting, fencing and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof, including irrigation, electric current and energy; and to provide incidental expenses in

connection therewith. Services provided include all necessary service, operations and maintenance of the above mentioned improvements, as applicable, for any property owned or maintained by the City of Moorpark.

SECTION 4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution, for the Districts referred to in Section 1 of this Resolution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the City Council for submission to the Council.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 3rd day of February, 2010.

Janice S. Parvin, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

RESOLUTION NO. 2010 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2010-2011 FOR THE PARKS AND RECREATION MAINTENANCE AND IMPROVEMENT DISTRICT OF THE CITY OF MOORPARK

WHEREAS, the City of Moorpark provides for the maintenance and improvement of parks and recreation facilities through the City's Parks and Recreation Maintenance and Improvement District; and

WHEREAS, the City Council of the City of Moorpark proposes to continue the specified district for the fiscal year commencing July 1, 2010, and ending June 30, 2011.

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

SECTION 1. On July 15, 1999, by its Resolution No. 99-1625, this Council ordered the formation of and levied the first assessment within the City of Moorpark Parks and Recreation Maintenance and Improvement District (the "Assessment District") pursuant to the provisions of Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof).

SECTION 2. The purpose of the Assessment District is for the installation, maintenance and servicing of improvements to the City of Moorpark, as described in Section 3 below.

SECTION 3. Within the Assessment District, the existing and proposed improvements to be undertaken by the Assessment District are generally described as the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, sprinkler systems, park grounds, park facilities, landscape corridors, ground cover, shrubs and trees, street frontages, playground equipment and hardcourt areas, senior and community centers, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, running tracks, other recreational facilities, security guards, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, for property owned and maintained by the City of Moorpark. Installation means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms. Maintenance means the

furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.

SECTION 4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Council for submission to the Council.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

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Janice S. Parvin, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

**PROPOSAL FOR THE
CITY OF MOORPARK**

TO PROVIDE

**PROFESSIONAL CONSULTING,
ENGINEER OF WORK AND LEVY
ADMINISTRATION**

FOR THE

**LANDSCAPE AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICTS**

**AND THE PARKS AND RECREATION
MAINTENANCE AND IMPROVEMENT DISTRICT**

FISCAL YEAR 2010-11

SUBMITTED BY

SCIConsultingGroup

4745 MANGELS BOULEVARD

FAIRFIELD, CALIFORNIA 94534

PHONE 707.430.4300

FAX 707.430.4319

www.sci-cg.com

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4745 Mangels Boulevard • Fairfield, California 94534 • Tel: 707.430.4300 • Fax: 707.430.4319

November 23, 2009

Tom Kruse
City of Moorpark
799 Moorpark Ave
Moorpark, CA

Re: Proposal for providing Professional Consulting, Engineer of Work and Levy Administration of the Landscape and Lighting Maintenance Assessment Districts and the Parks and Recreation Maintenance and Improvement District

Dear Tom:

SCI Consulting Group ("SCI") is pleased to submit, for your review, the enclosed proposal and services agreement to serve as the Engineer of Work and provide professional consulting and levy administration services for the City of Moorpark, Landscape and Lighting Maintenance Assessment Districts and the Parks and Recreation Maintenance and Improvement District.

The scope of services within this proposal includes all tasks required for the year-round administration of the Landscape and Lighting Maintenance Assessment Districts and the Parks and Recreation Maintenance and Improvement District for the City of Moorpark, as well as other value-added services such as comprehensive property base auditing and levy accuracy confirmation on a parcel by parcel basis to ensure that the City receives the maximum possible revenues, a historical review of levy submittals and updating of the current roll data with the final closing roll for the upcoming fiscal year. Moreover, SCI will provide our comprehensive services in a manner that limits the time and resources of the City.

Enclosed are two copies of the Agreement for fiscal year 2010-11 assessment administration services. If the Agreement meets with your approval, please sign and return a copy to us and retain the additional copy for your records.

Sincerely,

Jeanette Hynson
Consultant

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INTRODUCTION

SCI Consulting Group ("SCI") is pleased to offer our professional consulting, engineering and levy administration services to the City of Moorpark, Landscape and Lighting Maintenance Assessment Districts and the Parks and Recreation Maintenance and Improvement District ("Assessment Districts"). SCI understands that the assessment revenues need to be annually reauthorized and collected in a manner that is legally compliant, accurate and efficient. We also have witnessed that if such assessment administration services are not performed with a comprehensive, intensive and professional approach that includes annually identifying every parcel that should be subject to the assessments and recalculating and verifying the specific amount of assessment for each parcel in the Assessment Districts, the assessment revenues received by the City will not be maximized.

Specifically, our annual scope of services, which will maximize the revenues from the assessments, minimize the City's time and resources needed, and maximize the legal defensibility of the assessments will include:

- Initial planning, property research and assistance with preparation of improvement/service plans and budgets.
- Acquisition of current property data from the County Assessor, other real property information vendors and title companies, comparison of the Assessor data with other property data sources and data accuracy validation services.
- Maximizing assessment revenues and accuracy with custom, hands-on identification of all parcels within the Assessment Districts boundaries and determination of the updated and current property characteristics for each parcel within the Assessment Districts boundaries.
- Maximizing assessment revenues and accuracy by using advanced Geographical Information Systems and parcel layers to confirm that all parcels are included within the assessment rolls.
- Maximizing assessment revenues through comprehensive research and confirmation of all levies on a parcel-by-parcel basis. These services have proven to maximize revenues for every public agency for which we have provided levy administration services.
- Minimizing City time and resources by handling most tasks related to the administration and collection of the assessments.
- Periodic meetings and conferences with City staff to review findings, property base, budgets, and other relevant items.
- Preparation of the annual Engineer's Report for the Assessment Districts. These reports will meet all legal requirements and will provide continued justification for the levies, budgets for levy expenditures by expenditure type, and specific levies for each parcel.

- Preparation of legal notices, resolutions, staff reports and City Council review items.
- Acquisition of the final lien date Tax Collector's property roll for all parcels to be included on the tax roll for the upcoming fiscal year.
- Each year, a full second round of research, identification and validation of all new and existing parcels within the Assessment Districts boundaries to conform to the final Tax Collector's parcel roll for all parcels to be included on the upcoming fiscal year tax roll.
- A full second round of identification of all parcels for which the property characteristics have changed (such as newly developed properties).
- Each year, a full second round of recalculation and confirmation of the final upcoming fiscal year's assessment amount for every parcel within the Assessment Districts boundaries.
- Submittal of the final assessment rolls to the County Auditor/Tax Collector and verification of the final assessment amounts for each parcel to be included on tax bills.
- Levy collection reports and confirmation of the accuracy of the Auditor's Tax Roll for each levy.
- Directly responding on our toll-free taxpayer assistance line to property owner inquiries year round regarding the assessments for their property, the basis for the assessments, the services funded or other questions.
- Providing a program developed specifically for the City that provides easy access and reporting of special assessment and property information.
- Assistance with the administration and collection of the assessment revenues.

OTHER SCI SERVICES

SCI provides many comprehensive services to public agencies, such as funding mechanisms, revenue enhancement studies and financial planning services. The list below includes some of these services.

- **Ballot Measures**
 - Assessment District Formation
 - Special Tax Election
 - Property Related Fees Formation
 - Mello-Roos Community Facilities District Formation
 - Special Levy Administration Services
- **Opinion Research and Revenue Measure Feasibility Analysis**
- **Public Finance Programs and Alternatives**
 - LAFCo Annexations and New District Formations
 - Compliance with Proposition 218
 - Continuing Disclosure & Dissemination Services
 - Administrative Systems and Custom Software Solutions
 - Parcel Audits and Tax Base Certification
- **Planning Services**
 - Facilities Master Plans
 - Developer Fee Studies
 - School Fee Facility Plans
 - School Facility Needs Analysis
 - Developer Negotiations and Full Mitigation Fees
 - Attendance Boundary Studies
 - Demographic Studies
 - Quimby and Impact Fees
 - Cost of Service Analysis and Fee Justification
 - Land Planning and Real Estate Services

For more information, please visit www.sci-cg.com

TENTATIVE PROJECT TIMELINE

Following is a draft timeline for the annual levy administration. SCI can meet this timeline; however, the City can also modify it as needed.

<u>TENTATIVE DATE</u>	<u>TASKS TO BE COMPLETED (PARTIAL LIST)</u>
January 20th	Passage of resolutions directing the preparation of the Engineer's Report.
April 28th	Budgets prepared.
May 5th	Complete and file Engineer's Reports with City.
May 19th	Passage of resolutions of intention to levy annual assessment, preliminarily accepting Engineer's Reports and scheduling the Public Hearing.
May 21st	Publish notices of public hearing (Publish Resolutions of Intention; must occur 10 days before Public Hearing).
June 2nd	Public Hearings and approval of resolutions approving Engineer's Reports and levying annual assessments.
July 19th	Submission of assessments to County.
August	Confirmation of final levies with County.

It is understood that all regular meetings of the City Council are on the 1st and 3rd Wednesday of each month.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 2010, between the City of Moorpark, a public agency, ("City") and SCI Consulting Group ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. **Scope of Work.** Consultant shall perform the work and render the services described in the attached Exhibit A and incorporated herein (the "Work"). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
2. **Payment.**
 - a. In exchange for the Work, City shall pay to Consultant a fee for completed phases of Work as described in Exhibit B. The total fee for the Work shall not exceed amounts set forth in Exhibit B. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by City. Consultant's fee shall include all of Consultant's costs and expenses related to the Work.
 - b. At the completion of each phase of Work, Consultant shall submit to City an invoice for the Work performed during the preceding month. If the Work is satisfactorily completed and the invoice is accurately computed, City shall pay the invoice within 30 days of its receipt.
3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
4. **Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) in the performance of the Work under this Agreement no person having any such interest shall perform any portion of the Work.
5. **Insurance.**
 - a. **Types & Limits.** Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$1,000,000 per claim

- b. Other Requirements.** The general liability policy(ies) shall be endorsed to name City, its officers and employees as additional insureds regarding liability arising out of the Work.
- c. Proof of Insurance.** Upon request, Consultant shall provide to City proof of insurance.
- 6. Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless City, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of Consultant's performance of the Work and caused by any negligent act or omission, willful misconduct of or by Consultant or its employees, agents and subcontractors.
- 7. Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
- 8. Independent Contractor.** Consultant's relationship to City is that of an independent contractor.
- 9. Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of City.
- 10. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 11. Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
- 12. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 13. Default.** In the event that Consultant defaults in the obligations of Consultant under this Agreement, or Consultant defaults in the performance of the terms and conditions of this Agreement, City may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a.) enforce performance of the Agreement by Consultant; or b.) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by Consultant through the date of the termination.

14. Cancellation. City or Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by Consultant through the date of the notification of cancellation.

15. Attorney's Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

16. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

Public Agency:

City of Moorpark
799 Moorpark Ave
Moorpark, CA 93021

Consultant:

Gerard van Steyn, President
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided above.

Accepted:

City of Moorpark

Date

Accepted:

Gerard van Steyn, President
SCI Consulting Group

Date

EXHIBIT A – SCOPE OF WORK

Purpose: The purpose of this contract is to outline the responsibilities SCI Consulting Group would assume throughout fiscal year 2010-11 in serving as Engineer of Work and providing assessment administration services for the City of Moorpark Parks and Recreation Maintenance and Improvement District, AD01-1, AD01-2, AD01-3, AD04-1, AD05-1, AD06-1, AD07-1, AD07-2, AD07-3, AD07-4 and AD84-2 Landscaping and Lighting Assessment Districts.

Definitions:

City:	City of Moorpark, its staff and council.
Assessment Districts:	The City of Moorpark Parks and Recreation Maintenance and Improvement District, AD01-1, AD01-2, AD01-3, AD04-1, AD05-1, AD06-1, AD07-1, AD07-2, AD07-3, AD07-4 and AD84-2 Landscaping and Lighting Assessment Districts
SCI or Engineer:	SCI Consulting Group, and any and all employees.
Administration:	Services related to the determination, levy and collection of tax or assessment revenues.

1. Scope of Work

- a. Meet with City staff, City Council, legal counsel and other individuals as needed to establish timeline, assist with development of budgets, review assessment data, and accomplish other tasks related to administration of the assessments.
- b. Obtain current assessor data from the County Assessor and other sources for all parcels within the Assessment Districts boundaries.
- c. From Assessor records, determine the number of parcels in each land use category, excluding nontaxable parcels.
- d. Obtain copies of Assessor Parcel Maps as required.
- e. Meet with City staff, property owners, County Assessor staff and other parties as needed to obtain information or verify assessments.
- f. Update and maintain a database for each parcel within City boundaries. The data for each parcel will include the parcel number, owner name(s), site address, mailing address, property values, parcel type, assessment districts, assessment, notes and other useful or relevant data.
- g. Research changes in property data, property usage, property valuations and assessment changes from the previous year for all parcels within the Assessment Districts. Flag all parcels that require property research to determine the appropriate assessment.
- h. Research those properties that are flagged for research as well as those parcels or areas designated by City staff as requiring further research.

- i. Obtain current fiscal year cost information from the City to use as a basis for the cost estimates in the Engineer's Report.
- j. Assist with the development of budgets and cost estimates for the Assessment Districts.
- k. Using the established assessment methodology, allocate the estimated cost of improvements and expenses to all parcels within the boundaries of the Assessment Districts.
- l. Compare the assessment amount calculated for each parcel with the assessment roll for prior year and re-verify assessments for all parcels for which the assessment amount has changed.
- m. Prepare reports of parcels with usecode changes from the previous fiscal year to the current fiscal year and verify the assessments for such parcels.
- n. Prepare reports of new and deleted parcels from the previous fiscal year to the current fiscal year and verify the assessments for new parcels.
- o. Utilize other real property data information services to obtain additional property information, and to verify and confirm assessments.
- p. Run custom-developed queries on the assessment roll to verify and check assessment accuracy for all parcels.
- q. Prepare Assessment Rolls listing parcel number, owner name, property address, and assessment amount for each Assessor Parcel within the Assessment Districts. Print Assessment Roll sorted by Assessor Parcel Number and owner's name.
- r. Prepare Engineer's Report for the Assessment Districts. Such Engineer's Report will comply with the requirements of Proposition 218, Government Code and other statutes.
- s. File Engineer's Report with City Clerk.
- t. Attend the City Council meeting at which the Public Hearing is held and the Engineer's Report is approved, and other Council meetings as needed.
- u. Present the Assessment Roll to City Council, summarize the assessment methodology, answer all questions raised and assist in finalizing the project for Council approval.
- v. Develop and make available to the City an Online Parcel Locator assessment administration software program that will allow City staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.
- w. Meet the County Auditor assessment roll submission requirements and perform tasks needed to submit the assessment levies.
- x. Prepare State Board of Equalization (SBE) list of assessed public utility parcels.
- y. File approved assessment roll, SBE list, Assessment Roll and Assessment Diagram with the County Auditor for inclusion of assessments on the upcoming fiscal year tax bills.
- z. Verify and validate the County Auditor's levy data prior to the printing of tax bills.

- aa. Submit ten copies of final Engineer's Report and one bound copy including Assessment Roll to City.
- bb. Provide the County Auditor with our toll-free 800 phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding specific assessment levies, procedures and any other issues.
- cc. Throughout the fiscal year, research and, if necessary, revise any assessments which property owners consider to be based upon incorrect information being used to apply the method of assessment.
- dd. Directly and promptly respond to any property owner inquiries.
- ee. Provide reports coinciding with the performance of the annual administration. These reports will include a detail of the amounts submitted to the levy or hand billed for collection, details of delinquent assessments, assessment adjustments, collections, and assessed valuation.
- ff. Provide other appropriate administrative services throughout the fiscal year.

2. Additional Services Included

- a. Computer services to convert and compile Assessor data into database format and computer services to format and submit levy data for the County Auditor.
- b. Duplication of up to 10 copies of the Engineer's Report and Assessment Diagram.
- c. Computer services to convert assessment data into format required by the County Auditor.

EXHIBIT B – COMPENSATION

In consideration for the performance of the Scope of Work, Engineer shall be compensated as follows:

1) Compensation for assessment administration services as detailed herein for the Landscaping and Lighting Assessment Districts for fiscal year 2010-11 shall be \$9,850, payable as follows:

- a. Upon the filing of the Engineer's Reports for City Council consideration, the sum of \$4,000 shall be due.
- b. Upon confirmation of the assessment levies with the County Auditor, the sum of \$3,000 shall be due.
- c. On January 31, 2011, the sum of \$2,850 shall be due.

2) Compensation for assessment administration services as detailed herein for the Parks and Recreation Maintenance and Improvement District for fiscal year 2010-11 shall be \$9,350, payable as follows

- a. Upon the filing of the Engineer's Reports for City Council consideration, the sum of \$3,900 shall be due.
- b. Upon confirmation of the assessment levies with the County Auditor, the sum of \$3,000 shall be due.
- c. On January 31, 2011, the sum of \$2,450 shall be due.

3) Customary incidental out-of-pocket expenses including legal notices, travel and meetings shall be billed as incurred. The total amount for such costs shall not exceed \$2,200 without prior authorization from the City.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.