

**HAMILTON UNIFIED SCHOOL DISTRICT
SPECIAL BOARD MEETING AGENDA
Hamilton High School Library/Zoom/Facebook Live
620 Canal Street, Hamilton City, CA 95951
Wednesday, May 25, 2022**

Special board meeting commences immediately following the adjournment of regular board meeting.

Hamilton Unified School District Board Meetings are open to the public. Please join the meeting by attending in person or via the livestream on Facebook Live on the District's Facebook Group page or through the below Zoom link or dial by phone as listed below:

Join Zoom Meeting

<https://us02web.zoom.us/j/84688330892?pwd=aGdCb1VRZFgyTURmeW5POUU5WHIVZz09>

Meeting ID: 846 8833 0892

Passcode: board

Dial in by phone:

+1 669 900 6833 US

Meeting ID: 846 8833 0892

Passcode: 826421



1.0 OPENING BUSINESS:

- a. Call to order and roll call

_____ Hubert "Wendell" Lower, President

_____ Genaro Reyes

_____ Rod Boone, Clerk

_____ Ray Odom

_____ Gabriel Leal

2.0 ADOPT THE AGENDA: (M)

3.0 PUBLIC COMMENT: Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard (agenda and non-agenda items). The Board may limit comments to no more than three minutes per speaker and 15 minutes per topic. Public comment will also be allowed on each specific action item prior to board action thereon.

4.0 ACTION ITEMS:

- a. Approve Amendment No. 1 to the HCCSD Park Donation Agreement (p. 2)
b. Authorize four 10-hour work day work weeks for administrative assistants June through August 2022 (p. 10)
c. Approve contract with Eagle Architects to rehabilitate Hamilton Elementary School Bathrooms (p. 12)

5.0 ADJOURNMENT:

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 4a	Date: 05/25/2022
Agenda Item Description: Approve Amendment No. 1 to the HCCSD Park Donation Agreement	
Background: When The HUSD HCCSD Park Donation Agreement was originally executed we did not have the written legal description of the parcels that HUSD was conveying to HCCSD. After completing an investigation, our attorneys confirm that the written description in the grant deed obtained from the Count of Glenn Clerk-Recorder's Office correctly describes the two parcels that the District is donating to HCCSD. Amendment No. 1 formally incorporates the correct written legal description into the Park Donation Agreement and the Form of Grant Deed that the District will execute at the close of escrow.	
Status: Pending Board Approval	
Fiscal Impact: n/a	
Educational Impact: n/a	
Recommendation: Recommend Board approve Amendment No. 1 to the HCCSD Park Donation Agreement	

**FIRST AMENDMENT TO
PARK DONATION AGREEMENT**

THIS FIRST AMENDMENT TO PARK DONATION AGREEMENT (this "**Amendment**") is made effective as of May ____, 2022 (the "**Amendment Date**"), by and between the **HAMILTON UNIFIED SCHOOL DISTRICT**, a California public school district ("**Donor**" or "**District**") and the **HAMILTON CITY COMMUNITY SERVICE DISTRICT**, a California special district ("**Donee**").

RECITALS

WHEREAS, Donor and Donee entered into that certain Park Donation Agreement dated as of February 23, 2022 (the "**Agreement**"), pursuant to which Donor agreed to donate, and Donee agreed to accept, an approximately 8.37 acres property comprised of two parcels and commonly known as Edgewater Park located at the corner of Park Avenue and Sacramento Avenue in Glenn County, California (Assessor's Parcel Numbers (032-240-016 and 017) together with all of Donor's interest in any privileges, rights, easements, and appurtenances belonging to such real property (the "**Property**"), which Property is more particularly described in the Agreement;

WHEREAS, at the time the Agreement was executed, Exhibit A to the Agreement, Donation Property Legal Description, included a depiction of the Property but did not include a written legal description of the Property;

WHEREAS, similarly, at the time the Agreement was executed, Exhibit B to the Agreement, Form of Grant Deed, did not have a written legal description attached to it; and

WHEREAS, Donor has obtained a copy of the legal description of the Property from the grant deed recorded with the Hamilton County Clerk-Recorder's Office and would like to incorporate the legal description into the exhibits to the Agreement as set forth in this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, Donor and Donee agree to amend the Agreement as follows:

1. **Exhibit A** (Donation Property Legal Description) to the Agreement is amended and supplemented such that the existing Exhibit A is struck and replaced with the amended Exhibit A, which is attached hereto as **EXHIBIT "1"** and incorporated herein by this reference. All references to Exhibit A in the Facilities Lease shall mean and refer to Exhibit "1" hereto.

2. **Exhibit B** (Form of Grant Deed) to the Agreement is supplemented with **EXHIBIT “2”** attached hereto and incorporated herein by reference. All references to Exhibit B in the Agreement shall mean and refer to Exhibit “2” hereto.)

3. Miscellaneous.

(a) Effect of Amendment. Except to the extent the Agreement is modified by this Amendment, the remaining terms and conditions of the Agreement shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail and control. As used in the Agreement, all references to "this Agreement" shall mean and refer to the Agreement as amended by this Amendment.

(b) Entire Agreement. The Agreement, together with this Amendment, embodies the entire understanding between Donor and Donee with respect to its subject matter and can be changed only by an instrument in writing signed by Donor and Donee.

(c) Counterparts. This Amendment may be executed in one or more counterparts, including facsimile counterparts or electronic counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Amendment.

(d) Applicable Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflicts of law principles.

IN WITNESS WHEREOF, Donor and Donee have executed this Amendment as of the Amendment Date.

DONOR:

HAMILTON UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____
Name: Jeremy Powell, Ed.D.
Its: Superintendent

DONEE:

HAMILTON CITY COMMUNITY SERVICE DISTRICT,
a California special district

By: _____
Name: Scott Anthony Miller
Its: Board President

EXHIBIT "1"

EXHIBIT A

DONATION PROPERTY LEGAL DESCRIPTION

All that real property being a portion of that parcel of land as shown on that certain Record of Survey as such map is recorded in Book 11 of Maps and Surveys at page 94, as said map is recorded in Glenn County, California, described as follows:

Beginning at the northeast corner of the Townsite of Hamilton City marked by Granite monument as shown on that certain Record of Survey recorded in Book 11 of Surveys at page 94; thence South 20 degrees 32'00" East, 60.00 feet to the northwest of the above noted Parcel of Land as shown on noted Record of Survey; thence continuing South 20 degrees 32'00" East, along the East line of Sacramento Avenue, 1360.00 feet to the TRUE POINT OF BEGINNING; thence North 69 degrees 28' 00" East, 710.00 feet; thence South 20 degrees 32'00" East, 40.00 feet; thence North 69 degrees 28'00" East, 249.82 feet, to the East line of noted parcel; thence South 13 degrees 20'02" East, along noted East line, 285.61 feet; thence South 69 degrees 28' 00" West, 462.03 feet; thence South 20 degrees 32'00" East, 120 feet; thence South 69 degrees 28'00" West, 132.32 feet; thence South 52 degrees 32'10" West, 49.22 feet; thence South 26 degrees 36'00" West 177.00 feet to the southwest line of noted parcel; thence North 63 degrees 24'00" West 210.00 feet, to a point on the east line of Sacramento Avenue; thence North 20 degrees 32'00" West, along the east line of Sacramento Avenue, 424.19 feet to the TRUE POINT OF BEGINNING.

APN: 32-240-002-9 (portion)

EXHIBIT "1"

DEPICTION OF PROPERTY

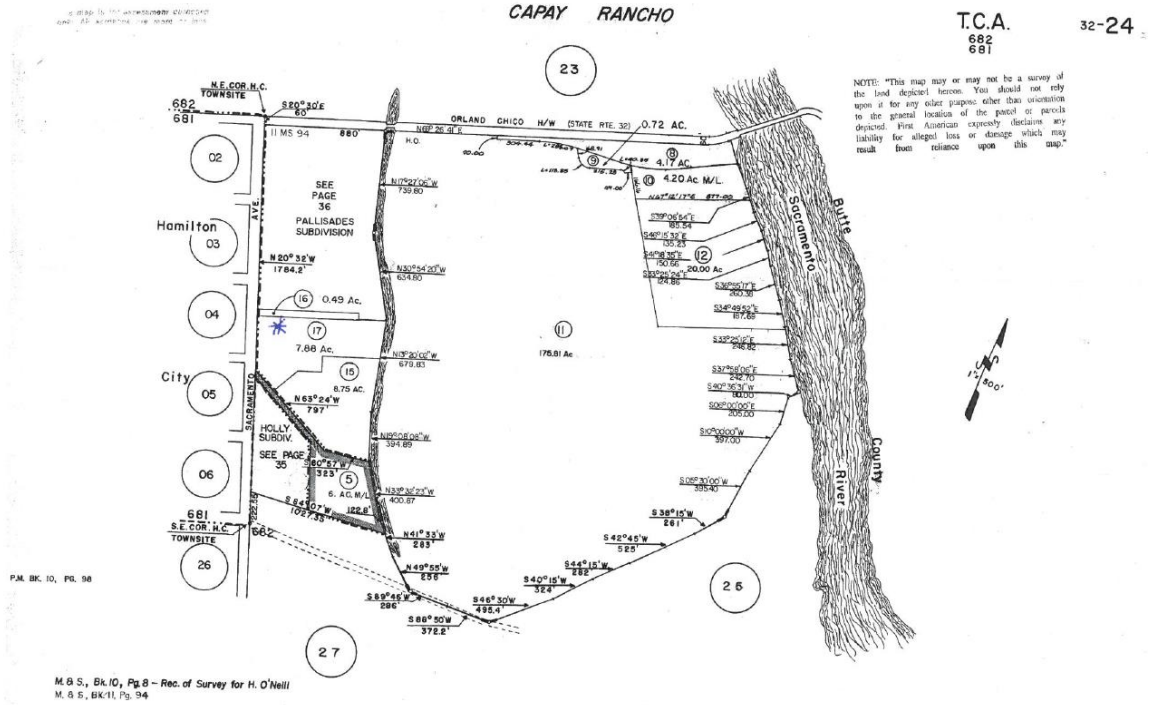


EXHIBIT "2"

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY

Timios Title Company

AND WHEN RECORDED MAIL

DOCUMENT TO:

Hamilton City Community Service District
c/o Board President
211 Main Street
Hamilton, CA 95951

Space Above This Line for Recorder's Use Only

A.P.N.: 032 -24-016 & 017

File No.:

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **THE UNDERSIGNED GRANTOR(S) DECLARE(S): THIS INSTRUMENT IS EXEMPT FROM RECORDING FEES (GOVT. CODE 27383 AND FROM DOCUMENTARY TRANSFER TAX (REV.AD TAXATION CODE 11922; CITY TRANSFER TAX \$NONE; SURVEY MONUMENT FEE \$N/A**

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of **Hamilton**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Hamilton Unified School District, a California public school district**, hereby GRANTS to **Hamilton City Community Service District, a California special district**, the following described property in the City of **Hamilton**, County of **Glenn**, State of **California**:

EXHIBIT "2"

All that real property being a portion of that parcel of land as shown on that certain Record of Survey as such map is recorded in Book 11 of Maps and Surveys at page 94, as said map is recorded in Glenn County, California, described as follows:

Beginning at the northeast corner of the Townsite of Hamilton City marked by Granite monument as shown on that certain Record of Survey recorded in Book 11 of Surveys at page 94; thence South 20 degrees 32'00" East, 60.00 feet to the northwest of the above noted Parcel of Land as shown on noted Record of Survey; thence continuing South 20 degrees 32'00" East, along the East line of Sacramento Avenue, 1360.00 feet to the TRUE POINT OF BEGINNING; thence North 69 degrees 28' 00" East, 710.00 feet; thence South 20 degrees 32'00" East, 40.00 feet; thence North 69 degrees 28'00" East, 249.82 feet, to the East line of noted parcel; thence South 13 degrees 20'02" East, along noted East line, 285.61 feet; thence South 69 degrees 28' 00" West, 462.03 feet; thence South 20 degrees 32'00" East, 120 feet; thence South 69 degrees 28'00" West, 132.32 feet; thence South 52 degrees 32'10" West, 49.22 feet; thence South 26 degrees 36'00" West 177.00 feet to the southwest line of noted parcel; thence North 63 degrees 24'00" West 210.00 feet, to a point on the east line of Sacramento Avenue; thence North 20 degrees 32'00" West, along the east line of Sacramento Avenue, 424.19 feet to the TRUE POINT OF BEGINNING.

APN: 32-240-002-9 (portion)

Dated:

Hamilton Unified School District, a California public school district

By: _____
Name: Jeremy Powell, Ed.D.
Title: Superintendent

EXHIBIT "2"

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF GLENN)

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 4b	Date: 6/27/2022
Agenda Item Description: Authorize four 10-hour day work weeks for administrative assistants June through August 2022.	
Background: In previous summers the administrative assistants/confidential employees that work summer and non-student work weeks have had the HUSD Board approve the option for them to work four ten-hour work weeks June through August instead of the traditional five eight-hour days during the rest of the school year. If approved, each employee will work closely with their immediate supervisor to create a work schedule that will maximize productivity without impact to the students and families that we serve.	
Status: Pending board approval	
Fiscal Impact: None	
Educational Impact: n/a	
Recommendation: Recommend board authorize four 10-hour day work weeks for administrative assistants June through August 2022.	

Proposal to Work Four Ten-Hour Work Weeks During Non-Student Summer of 2022

To: HUSD Board

From: Administrative Assistants/Confidential Employees

Date: May 25, 2022

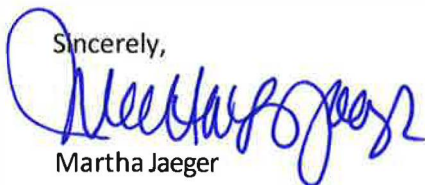
In previous summers, the administrative assistants/confidential employees that work summer and non-student work weeks have had the HUSD Board approve the option for them to work four ten-hour work days June through August instead of the traditional five eight-hour days during the rest of the school year.

Working four ten-hour days on non-student weeks allows employees to use this time to schedule necessary appointments and enjoy family time without impacting the student experience. Many surrounding area school districts, colleges and universities have also been practicing this style of summer schedule for years.

If approved, each employee will work closely with their immediate supervisor to create a work schedule that will maximize productivity without impact to the students and families that we serve.

Thank you for your consideration of this proposal to approve the optional four ten-hour work day during the summer of 2022 for the administrative assistants/confidential employees that will be working during these non-student weeks.

Sincerely,



Martha Jaeger

Administrative Assistant, Ella Barkley High School



Cristina Rios

Administrative Assistant, Hamilton High School



Jazmin Martinez

Administrative Assistant, Hamilton Elementary School



Lupe Mercado

Hamilton Adult School



Tiffany Wilhelm

District Executive Assistant

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 4c	Date: 5/25/2022
Agenda Item Description: Approve contract with Eagle Architects to rehabilitate Hamilton Elementary School Bathrooms	
Background: In order to rehabilitate the bathrooms at Hamilton Elementary School, an architect must be retained to complete plans and obtain Division of the State Architect (DSA) approval. Eagle Architects has reviewed the site and discussed project scope with District staff, resulting in the following proposal. They are available to begin design immediately and have shown a willingness to work with the District to meet its schedule needs.	
Status: Pending Board Approval	
Fiscal Impact: Total cost of contract \$41,410 to come from ESSER III Funds	
Educational Impact: None	
Recommendation: Recommend Board approve contract with Eagle Architects to rehabilitate Hamilton Elementary School Bathrooms	

Eagle Architects
 349 Silver Lake Drive
 Chico, CA 95973
 (530)898-0123

March 29, 2022

Jeremy Powell
 Superintendent
 Hamilton Unified School District
 620 Canal Street
 Hamilton City, CA. 95951

Subject: Agreement for Consulting Services
 Phase 2- Restroom Renovations
 Hamilton Elementary School
 277 Capay Ave
 Hamilton City, CA. 95951
 EA Job# 2022-18

Dear Mr. Powell,

I am glad to have the opportunity to continue a working relationship with Hamilton Unified School District. Please review, sign and return one (1) original of the attached Agreement for Consulting Services with Eagle Architects for the Phase 2- Restroom Renovation Project at Hamilton Elementary School in Hamilton City.

The scope of work shall include the renovation of two existing Boys & Girls accessible restrooms. The duration of this contract shall be from April 28, 2022 through an approximate completion of December 31, 2022. The compensation for this project shall be on a fixed fee basis. See attached fixed fee schedule below:

Task	Fee
Phase 2: Pre-design Site visit 1. Site visit to field verify existing conditions utilizing record documents provided by school district 2. Site visit attendees shall be the Architect, Project Manager, Mechanical Engineer & Electrical Engineer	\$3155
Phase 2: Construction Documents Include the following documents: 1. Cover sht./ plot plan/general notes 2. Campus Site plan/ADA access entire campus 3. Enlarged Demo & New Partial Site Plan 4. Site & Accessible Details 5. Existing Demo Enlarged Restroom Floor Plan 6. New Enlarged Restroom Floor Plan 7. Restroom Interior Elevations 8. Enlarged Demo & New Reflected Ceiling Plans	\$23,825

<ul style="list-style-type: none"> 9. Door & Finish Schedules 10. Architectural details 11. Manual Book Specifications 12. HVAC Demo & New floor plans for Restroom Exhaust fans 13. New Plumbing schedules & details 14. Demo & New Plumbing Floor plans 15. New Lighting Plan & Controls for Restrooms 16. New Power Plan for Restrooms 17. Electrical Schedules, one-line & load calculations 18. Fire Alarm Plans/Details Calculations provided by school district through Voltage Specialists 19. Coordination review & approval with district staff. 20. Prepare DSA-1 & DSA-1 REG Application 21. Submit construction documents to DSA for plan check electronic review - structural safety, access & fire, life safety 22. Redline comments from DSA plan check review 28. DSA Backcheck review & approval 	
<p>Phase 2: Total Fee This fee proposal is good for 30 days. After 30 days fee subject to change</p>	\$26,980
<p>Reimburseables: Printing costs to be billed at cost plus 10% (Budget Estimate)</p>	\$2000
<p>Phase 3: Bidding, Construction Administration & Project Closeout</p> <ul style="list-style-type: none"> 1. Moving forward with Phase 3 subject to approval of DSA & funding from Hamilton City Unified School 	
<p>Bidding</p> <ul style="list-style-type: none"> 1. Prepare & issue documents for Bidding 2. Prepare Addendums with DSA review & approval 3. Attend Bid Walk Through with district & bidders- Architect only 4. Answer questions & RFIs via email & phone 	\$3455
<p>Construction Administration</p> <ul style="list-style-type: none"> 1. Attend Pre-construction meeting with contractor & DSA inspector- architect only 2. Review submittals from contractor 3. Review and answer RFIs 4. Prepare CCDs with DSA approval 5. DSA forms/paperwork 6. Provide DSA-6AE Interim Verified Reports for DSA Inspector card Sign-off-(limited to 1 site visit & report) 7. 1 site visits during construction- Architect 8. No site visit during construction Mechanical Engineer Electrical Engineer 9. Upload & interact with DSA through Bluebeam Studio & "The Box" 10. Final Observation/Punch list walk through- 	\$7455

Architect, Mechanical Engineer & Electrical Engineer	
Project Closeout with DSA 1. Prepare documents for closeout 2. DSA forms/paperwork	\$1520
Phase 3: Total Fee This fee proposal is good for 30 days. After 30 days fee subject to change	\$12,430

All additional Services shall be billed at an hourly rate per attached hourly rate schedules. Department of the State Architect (DSA) Fees to be paid by school district.

All invoices will be billed based upon the percentage complete for each item in each task. All invoices are due and payable no more than 14 days after the invoice date. Interest of 12% annually will accrue on invoices 60 days past due. All documents produced by Eagle Architects are copyrighted under US copyright laws. Eagle Architects holds copyrights to all instruments of service until transferred or grants licenses for those rights.

I hope this meets with your approval and I look forward to continue my relationship with Hamilton Unified School District.

Sincerely,
Eagle Architects


Alan Chambers
Principal

ACCEPTED
IN WITNESS WHEREOF, Hamilton Unified School District and Eagle Architects have executed this Agreement.

CLIENT
Hamilton Unified School District

CONSULTANT
Eagle Architects

By: Jeremy Powell, Superintendent
Date:



By: Alan Chambers, President
Date: 3/30/22

ATTACHMENT "A"

PROFESSIONAL SERVICES EXPENSE SCHEDULE*
January 1, 2022 through December 31, 2022

A.	PROFESSIONAL SERVICES COMPENSATION RATES	RATE PER HOUR
	ARCHITECT-IN-CHARGE	\$200.00
	PROJECT DIRECTOR	\$175.00
	PROJECT ARCHITECT	\$150.00
	PROJECT MANAGER	\$150.00
	DRAFTER	\$105.00
	CLERICAL	\$ 70.00
	GRAPHICS PRESENTATIONS	\$100.00

*Note: Professional Services Expense Schedule to be revised annually



Mechanical & Energy Consulting Engineers

M/E Systems Engineering, Inc.
9063 Foothills Blvd, Ste 3
Roseville, CA 95747
Ph: (916) 774-6330

**M/E SYSTEMS ENGINEERING
FEE SCHEDULE**

Effective January 1, 2022

LABOR:

Principal Engineers:

Engineering Design, Consultation	\$130.00 per hour
Expert Witness	\$210.00 per hour

Engineering Technicians:

Designers/CAD Drafters	\$90.00 per hour
Technical/Administrative Assistants:	\$80.00/hour

MATERIALS:

Subcontracted design services are charged at our cost plus 20%.

Subcontracted services such as instrument rental, high volume printing, etc. are charged at our cost plus 10%.

Mileage will be charged at \$0.60 per mile.



Date: 01/01/2022

Hourly Rate Schedule valid for Contracts/Proposals entered into from 01/01/2022 to 12/31/2022:

Principal:	\$215/hour
Electrical Engineer:	\$195/hour
Assistant Engineer:	\$120/hour
CAD Draftsperson:	\$105/hour
Clerical:	\$75/hour
Printing/Reproductions:	Cost plus 10%
Mileage:	\$0.56/Mile