

Hornbrook Community Services District

P.O. Box 29, Hornbrook, CA 96044

DIRECTORS

Robert Puckett, President

Michele Hanson, Secretary

Melissa Tulleo

Patricia Brown

Regular Meeting of the Board of Directors October 24, 2018 at 6:30 PM

NOTE MEETING LOCATION:
Hornbrook Elementary School
15430 Oregon Road, Hornbrook, CA 96044

AGENDA

1. **CALL TO ORDER:** - Presiding Officer: Establish Quorum, Pledge of Allegiance:
2. **PUBLIC COMMENT** Any person may address the Board at this time on any matter within the jurisdiction of the District. A maximum of **three minutes** is allowed each person and a maximum of 10 minutes per topic. The presiding officer has discretion to extend the time and/or reasonably limit the length of time for any individual comments. Written comments may be presented to the Board of Directors. Any person wishing to address the Board on an item ON THE AGENDA will be given the opportunity at that time. Speakers are encouraged to consult District Management or Directors prior to agenda preparation regarding any District matters, as no action will be taken on non-agenda issues.
3. **DISCUSSION AND ACTION ITEMS:**
 - a. Approve bills and authorize signatures on Warrant Authorization Form for District expenses received through October 17, 2018 (Preliminary list of bills attached, additional bills may be added for approval at the meeting)
 - b. Adoption of a resolution amending the District bylaws to establish a revised location for regular monthly Board meetings
 - c. Approve payment arrangements with Murphy, Pearson, Bradley & Feeney for accrued legal service expenses
 - d. Consideration of approval of the Damage Survey Report issued by California Office of Emergency Services for Disaster Assistance Act funding for the water system rehabilitation project.
 - e. Consideration of appointment of a director to fill the vacancy left by the resignation of Bryant Schaffler
 - f. Consideration of amendment to the Consulting Services Agreement with Kampa Community Solutions, LLC to reflect an hourly billing, billing rate and indemnification provisions
4. **CLOSED SESSION - ANNOUNCEMENT OF AND PUBLIC COMMENT ON CLOSED SESSION ITEMS**
 - a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))
 - *Peter Harrell v. Hornbrook Community Services District, et al.*, United States District Court, Eastern District of California, Case Number 2:14-cv- 01595-KJM-GGH; United States Court of Appeals for the Ninth Circuit, Case Number 18-16562
 - b. Conference with legal counsel – anticipated litigation (Gov. Code § 54956.9(d)(4) (one potential case)
5. **ADJOURNMENT:**

Preliminary Draft Warrant List October 24, 2018	
Basic Laboratory (10-5-18 invoice)	\$ 72.00
Basic Laboratory (10-1-18 invoice)	\$ 165.00
Basic Labs from 6-27-18, 7-13-18 warrant authorization	\$ 466.90
Siskiyou County Tax Collector	\$ 83.42
ATT October 8, 2018 billing	\$ 325.94
Pacific power (7-13-19 warrant authorization)	\$ 1,037.29
Chemquip (6-27-19 warrant authorization)	\$ 363.20
Sum it up accounting (7-13-18 warrant authorization)	\$ 850.00
Liberty Mutual (6-27-18 warrant authorization)	\$ 394.90
IRS	\$ 1,532.92
Ca State Treasury	\$ 205.16
GG Hardware (Invoice 250828, 10-9-18)	\$ 201.07
GG Hardware (Invoice 241020)	\$ 15.06
GG Hardware (7-13-18 warrant authorizations)	\$ 231.48
Clint Dingman (10-15 payroll)	\$ 555.00
Clint Dingman (warrant authorization 7-24 and 7-13-2018) already paid/payroll	\$ 2,308.53
Enloe Well Drilling (7-17-18 invoice date, 7/24/18 warrant authorization)	\$ 5,377.58
SVM Plumbing (7-9-18 invoice date, 7/24/18 warrant authorization date)	\$ 445.00
Linda Williamson (customer reimbursement, 7-13-18 warrant authorization)	\$ 194.80
CSDA annual membership	\$ 445.00
Digital Deployment, Streamline Website (7/13 warrant) and 10-5-2018 invoice	\$ 100.00
Michele Hanson (7-13-18 warrant authorization for reimbursement)	\$ 54.00
Siskiyou Sanitary (7-13-18 warrant authorization)	\$ 75.90
Siskiyou Sanitary (9-30-18 statement)	\$ 76.80
Siskiyou Sanitary (6-30-18 invoice)	\$ 75.90
Pace Engineering (Disaster recovery, 10-5-18 invoice)	\$ 7,117.50
Kirshner, Winston and Boston Legal (6-27-18 warrant)	\$ 1,500.00
Murphy, Pearson, Bradley & Feeney, P.C. (7/13 warrant authorization))	\$ 1,000.00
Kampa Community Solutions (October 2018 billing)	\$ 1,575.00
Total	\$ 26,845.35

Meeting agendas and written materials supporting agenda items, if produced, can be received by the public for free in advance of the meeting by any of the following options:

- A paper copy mailed pursuant to a written request and payment of associated mailing fees
- An electronic copy received by email. Note – if you would like electronic copies please email Peter Kampa at pkampa@kampacs.com prior to the Board meeting.
- A limited number of copies of agenda materials will also be available at the meeting

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact any HCSD Board Member. Advance notification will enable the District to make reasonable arrangements to insure accessibility.

HORN BROOK COMMUNITY SERVICES DISTRICT
Board of Directors
Policy and Procedure Manual

POLICY TITLE: Meeting Time and Place

POLICY NUMBER: 4040

ADOPTED: February 28, 2018

AMENDED:

4040.01 Time

The time for regular meetings of the Board of Directors of the Hornbrook Community Services District shall be set by Resolution of the Board annually in December for the ensuing year. The regular meeting date, once established, can be reset to accommodate member travel schedules, illness, or other cause. The Board shall diligently attempt to hold the regular meeting on the established schedule.

4040.02 Place

The place of meetings of the Board of Directors shall be at the Hornbrook Elementary School located at 15430 Oregon Road, Hornbrook, CA 96044, unless otherwise designated by the Board of Directors.

RESOLUTION NO. 2018-

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE HORN BROOK COMMUNITY SERVICES DISTRICT APPROVING AMENDED
BOARD OF DIRECTORS BYLAWS**

WHEREAS, the Hornbrook Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, in accordance with California Government Code 61045, the District is required to adopt bylaws or rules for its proceedings; and

WHEREAS, the District adopted restated bylaws on February 28, 2018; and

WHEREAS, the District wishes to adopt an amendment to the bylaws to reflect a different location in which Regular Board Meetings will be held, due to the destruction of the Hornbrook Community Hall in the Klamathon Fire of July 5, 2018; and

WHEREAS, the District has prepared a draft amended Board Meetings policy as contained herein. NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE HORN BROOK COMMUNITY SERVICES DISTRICT DOES HEREBY approve the Amended Board meetings policy of the Bylaws as attached hereto as Exhibit A.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Hornbrook Community Services District on October 24, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Puckett, President

ATTEST:

Michele Hanson, Secretary

CERTIFICATE OF SECRETARY

I, Michele Hanson, the duly appointed and acting Secretary of the Board of Directors of the Hornbrook Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Hornbrook Community Services District, duly called and held on October 24, 2018.

DATED: _____.

Hornbrook Community Services District

Regular Meeting of October 24, 2018

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- C. Approve payment arrangements with Murphy, Pearson, Bradley & Feeney for accrued legal service expenses

Recommended Motion

Staff recommends the following motion:

I move to approve payment arrangements of \$1000 minimum per month against the accrued debt for legal services; until the current \$43,049 is paid off.

Background

The legal firm of Murphy, Pearson, Bradley & Feeney was retained by the District to defend against a lawsuit filed by Peter Harrell, which has now resulted in the following: Peter Harrell v. Hornbrook Community Services District, et al., United States District Court, Eastern District of California, Case Number 2:14-cv- 01595-KJM-GGH; United States Court of Appeals for the Ninth Circuit, Case Number 18-16562.

As of October 15, 2018, the District has accrued \$43,049 in legal expenses related to this lawsuit, and expenses will continue until this matter is finally completed. The legal firm has agreed to monthly installments of a minimum of \$1000 until this amount is paid off. If approved, the monthly payment will be included in the warrants for approval without the processing of a monthly invoice. Account statements will be filed to monitor status of account payoff.

Hornbrook Community Services District

Regular Meeting of October 24, 2018

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- d. Consideration of approval of the Damage Survey Report issued by California Office of Emergency Services for Disaster Assistance Act funding for the water system rehabilitation project.

Recommended Motion

Staff recommends the following motion:

I move to authorize the General Manager to execute the state Damage Survey Report for Disaster Assistance Funding, and direct the General Manager to continue to seek inclusion of the Tank 2 replacement, treatment plant pump and geotechnical investigation in the state approved Damage Survey Report.

Background

The District and Pace Engineering have been working diligently over the past several months to secure California Office of Emergency Services for Disaster Assistance Act funding for the restoration of the Hornbrook water system. The state produces a Damage Survey Report (DSR) to document the damage to our system, and approved restoration work. Included in this agenda item is the first draft DSR as prepared by the state last week. We have reviewed the DSR, and have the following comments:

- The DSR Cost Worksheet only includes replacement of Tank #1 with an above ground steel tank. PACE and the Division of Drinking Water (DDW) strongly recommend that both Tank 1 and Tank 2 be replaced with above ground steel tanks. Pace provided the attached Hazard Mitigation Memo and Division of Drinking Water (DDW) Letter to CalOES. Due to changes in staff at the state, we are not certain that the Hazard Mitigation Memo has been circulated to the proper people and they understand the criticality of replacing both tanks. Replacing both tanks is critical for health and safety, and hazard mitigation as summarized in the Hazard Mitigation Memo.
- Attached is a cost for the geotechnical investigation required for the tank replacement. This cost of \$12,338 should be added to LOP1.
- The Water Treatment Plant filter backwash pump was burned in the fire as noted in the DSR under LOP-1. The cost for the Water Treatment Plant filter backwash pump was not included in the original PACE cost estimate. See attached Project Cost Estimate. This cost of \$43,600 needs to be added to LOP-1.
- If CalOES elects not to help fund the replacement of Tank 2, the cost of replacing the damaged air valve at Tank #2 will need to be added to the project cost. The damaged air valve is noted in LOP-4.

Once the DSR is signed by the District and processed by the state, a payment in the amount of 10% of the project cost is made to the District to fund the administrative expense of the District, and will provide funding to be able to pay the accrued Pace Engineering invoices.



California Disaster Assistance Act
Damage Survey Report
(DSR)

3880

STATE DISASTER NUMBER: **2018-04**

FEDERAL DISASTER #: **NA**

STATE APPLICANT ID NUMBER: **093-91013**

FEDERAL PA ID #: **NA**

STATE INCIDENT PERIOD: **07/05/18** to **07/21/18**

TYPE OF DISASTER: Governor's Proclamation or Director's Concurrence
 Earthquake or Flood/Winter Storm or Fire
 Other (Please Specify Type): _____

TYPE OF CDAA DSR: Emergency Work or Permanent Work
CATEGORY **F** UTILITIES

SUPPLEMENT TO CDAA DSR # :

SUBGRANTEE NAME: **Hornbrook CSD**

FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site): Location: 14900 Hornbrook Rd, Hornbrook, CA 96044	LATITUDE	LONGITUDE
	See Damage Description	
	COUNTY: SISKIYOU	

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:
During the incident period of July 5 through July 21, 2018, the Klamathon Wildland Fire quickly spread through the community of Hornbrook, within Siskiyou County, destroying homes, threatening lives, and destroying critical infrastructure. Specifically, to the Hornbrook Community Services District, which supplies safe drinking water to 246 people, the wildfire damaged or destroyed one of two reservoirs, booster pumps, wells, and other critical water delivery systems including 12 water meters.
See Continuation Sheet

SCOPE OF WORK TO BE COMPLETED: 20 % COMPLETE
All work will be completed using contractors. The applicant hired Pace Engineering to help with design and plans to restore the facilities, identifying damage to the systems and supervise the restoration of the system. Project was estimated using Applicant's consultant cost estimates. For LOP 1 the cost estimate included two tanks and so only half the cost was used.
For LOP #4, a site visit to inspect 12 damaged water meters was conducted by PACE engineering. Attached to this DSR is a Site Map and photos of the damaged meters. Actual costs for the replacement of these meters will be included at project closeout.
See Continuation Sheet

Is this Facility Eligible for Federal Funds?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> JUNKN	Federal DSR/PW Number:
Federal Program:	<input type="checkbox"/> FEMA <input type="checkbox"/> NRCS <input type="checkbox"/> FHWA <input type="checkbox"/> USACE <input type="checkbox"/> OTHER	Federal DSR/PW \$ Amount:
Is this an Historic Structure?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> JUNKN	On National Register? <input type="checkbox"/> 50+ Years Old? <input type="checkbox"/>
Significant Effect on Environment?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> JUNKN	Is Project Cat-X or Stat-X? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> JUNKN
Is there Insurance for Damages?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> JUNKN	Insurance Recovery: \$ 0 Ins. Deductible \$ 0
Work done by Force Account Labor?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> JUNKN	Percentage of Work Completed at Inspection: 20%

Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet: **TOTAL COSTS: \$1,561,297.00**

OES Applicant Services Rep. Name Jordan Leigh	OES ASR Signature concur by phone	Date of Site Inspection: 10/11/2018
Name of Local Representative Peter Kampa	Representative's Signature	Date of DSR Submission to AC: Recommend Eligible? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Name of Reviewer/Area Coordinator Carney Briggs	Reviewer/AC Signature	Concur with Scope of Work? <input type="checkbox"/> YES <input type="checkbox"/> NO
Public Assistance Officer David Gillings	PAO Signature	Contact Telephone Number and Fax Number: Date Reviewed: Recommend Eligible? <input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> See attachment explaining changes or denial Approved? <input type="checkbox"/> YES <input type="checkbox"/> NO Amount \$:

**California Governor's Office of Emergency Services
DSR 3880 - COST WORKSHEET**

California Disaster Assistance Act

STATE DISASTER NO. 2018-04	FEDERAL DISASTER NO. NA	State Applicant ID # 093-91013		
APPLICANT Hornbrook CSD			COUNTY SISKIYOU	
DESCRIPTION	Quantity	Unit of Measure	Unit Price	COST
LABOR - Force account				
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
ICRP				
				\$ -
				\$ -
EQUIPMENT - Force Account				
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
	L/S	Each		\$ -
MATERIAL				
				\$ -
				\$ -
				\$ -
				\$ -
CONTRACT				
Bullert Industrial Electric	LS	Each	\$15,300.00	\$ 15,300.00
Tico Construction	LS	Each	\$42,100.00	\$ 42,100.00
LOP 1 - Tank Replacement	LS	Each	\$1,011,025.00	\$ 1,011,025.00
COST SHARE (with FHWA, NRCS, USACOE, etc.)				
				\$ -
				\$ -
OTHERS				
LOP 2 - Contract	LS	Each	\$289,800.00	\$ 289,800.00
LOP 3 - Contract	LS	Each	\$37,500.00	\$ 37,500.00
LOP 4 - Contract Estimate by Project Specialist	LS	Each	\$116,900.00	\$ 116,900.00
Contract Engineering - Pace Engineering	LS	Each	\$48,671.75	\$ 48,671.75
Other Comments:	Subtotal			\$ 1,561,296.75
	Deduction of Insurance Proceeds			
	TOTAL COST			\$ 1,561,296.75

INITIALS **OES ASR**

Local Representative

OES A/C Reviewer

**California Governor's Office of Emergency Services
DSR 3880 - Damage Description Continuation Sheet**

California Disaster
Assistance Act

STATE DISASTER NO.	FEDERAL DISASTER NO.	Federal PA ID No.	STATE APPLICANT ID No.		CATEGORY
2018-04	NA	NA	093-91013		F
APPLICANT				COUNTY	
Hornbrook CSD				Siskiyou	

LOP #1 Reservoir #1 41.908631° -122.569763°

Wildfire destroyed Reservoir #1, a 100k Gallon concrete lined below ground reservoir with stick built frame that measured approximately 3' tall on the ends and 5' tall at its highest point. The pitched roof was aluminum and measured approximately 1,700 SF with two whirly birds for air circulation. This structure protected the water from the elements and was completely destroyed.

The reservoir is located adjacent to Well #4 which pumps ground water through filters and is treated before entering the reservoir. The concrete lining was heated and shows signs of stress fractures and spalling. The concrete reservoir measures 38' L x 38' W x 12' D. The concrete is 1' thick and extends 19" above ground. There were two 1 ½ HP Booster pumps attached to 45' of 3" each of Galvanized steel pipe. One booster pump was for backwashing sediment out of the pipe, and the other was for sending water approximately 300' to the CalFire station.

There was a 6' L x 6' W x 3' D concrete and timber shed attached to the reservoir that housed the booster pump for delivering water to CalFire. It had a stick built frame that measured approximately 5' high and 36' SF aluminum pitched roof. Three galvanized steel electrical boxes that powered the pumps were also destroyed.

LOP #2 41.896187° -122.564898°

Wildfire destroyed components of Well #2 which is built on a 12' L x 10' W x 1' D concrete pad that had a 12' tall stick built structure protecting the well. This structure was destroyed leaving the well exposed. On the concrete pad sits a 4' tall silo that is no longer used. 60" of 2" galvanized steel pipe was damaged and had heat stress cracking. Also destroyed was a 2" Neptune water meter and one electrical box.

LOP #3 41.905561° -122.573078°

Wildfire damaged a Concrete Settling Basin. The Settling Basin intakes water from Rancheria Creek and removes sedimentation before sending the water downstream to be treated at Reservoir 1. Rancheria Creek serves as the secondary water supply for the community. The Basin measures 22' L x 6' W x 4' D with a 1' thickness. It is 1' foot above the ground with the remaining 3' below ground. The Basin has four 6' by 1" wooden covers. Three of the 4 burned. The concrete shows signs of spalling and cracking. The applicant stated this structure hasn't been used in 3 years due to upgrades required by State Water Resources Board.

LOP #4 41.899492° -122.567423°

Wildfire destroyed an Air Release Valve consisting of 24" of ¾" PVC. Also destroyed was the Concrete utility box and lid measuring 16" L x 12" W x 8" D. More information required in-order to complete this item. It was noted that further damage may exist to the system, however the applicant didn't agree and didn't show us the additional damage. Weeks after site visit it was confirmed that 12 residences and the community center have destroyed water meters, water service lines and utility boxes. A site visit by PACE engineering inspected 12 damaged water meters. Attached to this DSR is a Site Map and photos of the damaged meters. **Actual costs for the replacement of these meters will be included at project closeout.**

PREPARED BY: Jordan Leigh	TITLE: DAPS I
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**California Governor's Office of Emergency Services
DSR 3880 - 'CDA DSR'!Scope of Work Continuation Sheet**

California Disaster Assistance Act

STATE DISASTER NO.	FEDERAL DISASTER NO.	Federal PA ID No.	STATE APPLICANT ID No.		CATEGORY
2018-04	NA	NA	093-91013		F
APPLICANT				COUNTY	
Hornbrook CSD				Siskiyou	

LOP #1

The applicant's engineer (See Pace Technical Memorandum) and Division of Drinking Water (See DDW Letter) stated that it isn't feasible to replace the below ground tank in kind. It is recommended that the tank be replaced with an above-ground steel welded tank. This tank would be 150k Gallons due to DDW requirements that any new structure meet current demand.

The applicant states that due to placing tank 1 above ground, tank 2 would no longer operate as designed due to higher flows from tank 1 into tank 2. Because of this and health and safety concerns associated with below ground open reservoir tanks the applicant recommends replacing tank 2 as well with an above ground tank. However, Tank 2 wasn't affected by the wildfire.

Work Completed

Applicant utilized 2 contractors, Bullert Electric and Tico Construction, to conduct emergency repairs to get water services restored to the community. Electrical components were replaced and a temporary pump was installed, 64' of 3" PVC was installed and rerouted water from Well #4, bypassing the reservoir and running directly into the distribution line.

Work to Be Completed

Demo, Excavate, and Haul 67 CY of existing concrete tank and associated pipework and fittings.
 Prepare Site for new tank by Hauling, placing, grading and compacting approximately 641 CY of unclassified fill, and leveling the site, prepare for concrete foundation by purchase, haul, grade and compact 106 CY of aggregate base
 Purchase, Haul, Pour in Place Concrete Ring Foundation and Footing
 Purchase, Haul and Install 150k-Gallon Welded Steel Tank
 Purchase, Haul and Install Level Transmitter, Electrical Controls, and Mission SCADA Systems to operate Tank
 Purchase, Haul, and Install new 1 ½ HP Booster pump and Shed to house Booster Pump

LOP #2

Work Completed:

Applicant utilized Tico Construction to replace melted components at Well #2 and prevent water loss from distribution system. These repairs are temporary until the Well can be replaced.

Work to Be Completed:

Applicant will utilize contractor to repair and restore facility.
 Demolish, Excavate and Haul existing concrete slab and pipework, Approximately 8 CY
 Purchase, Pour in Place Concrete for new foundation (Foundation footprint will be smaller due to not needing extra space for silo)
 Purchase, Place and Install Well Pump pipework, Valves, Flow meter, Electrical controls and SCADA
 Purchase, Place and Install new CMU well building with roof, door, and roof ventilation fan.

See Continuation Sheet

PREPARED BY: Jordan Leigh	TITLE: DAPS I
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**California Governor's Office of Emergency Services
DSR 3880 - 'CDAASDR'Scope of Work Continuation Sheet**

California Disaster
Assistance Act

STATE DISASTER NO.	FEDERAL DISASTER NO.	Federal PA ID No.	STATE APPLICANT ID No.		CATEGORY
2018-04	NA	NA	093-91013		F

APPLICANT			COUNTY		
Hornbrook CSD			Siskiyou		

LOP #3

Work to Be Completed

The Applicant will utilize contractor to restore facility.

The facility will need to be drained, power washed and sanded, before purchasing and patching the concrete with concrete patch material.

The Applicant intends to replace Original 6' x 1' Wooden covers with Aluminum covers with access hatches. This will mitigate from the covers burning in future events and protect the public from harmful outside elements getting into the settling basin.

LOP #4

Work to Be Completed

Applicant will utilize contractor to restore facility

Remove existing Concrete utility box and replace with new concrete box.

Purchase and install new Air Release Valve with ¾" PVC.

Remove existing 13 Water service lines with saddle, meter, meter stop and meter box.

Purchase, Place and install 13 Water Service Lines with Saddles, Meter, and Concrete utility box

PREPARED BY: **Jordan Leigh**

TITLE: DAPS I

APPLICANT: Hornbrook Community Services District

DATE COMPLETED: 19-Jul-18

CONTACT NAME AND PHONE NUMBER: Peter Kampa, (209) 591-7100

IS THIS AN AMENDED LIST OF PROJECTS? ___ No

ITEM #	LOCATION	DESCRIPTION OF DAMAGE AND SCOPE OF WORK	COST ESTIMATE	CATEGORY*	WAS WORK COMPLETED BY FORCE ACCT. (FA), CONTRACT (C) OR BOTH (F/C)?	ENTER "ENV" IF THERE ARE ENVIRONMENTAL ISSUES OR "HIST" FOR HISTORIC ISSUES, OR BOTH	WAS THERE INSURANCE COVERAGE? IF YES, ENTER DEDUCTIBLE AMOUNT	WAS THE FACILITY DAMAGED IN A PRIOR DISASTER(S)? IF YES, ENTER DISASTER NAME(S) OR NUMBER(S)	ARE THERE COST EFFECTIVE HAZARD MITIGATION MEASURES THAT MAY PREVENT FUTURE DAMAGE?
1	Water Reservoir #1, 15025 Bradley Henley Rd., Hornbrook, CA 96044	<p>Damage: 1. Wooden structure, metal roof over 100,000 gallon water reservoir destroyed and concrete vessel walls damaged in fire, 2. Pressure vessels and pump system destroyed by fire, 3. Related electrical and plumbing damage</p> <p>Scope: Debris removal, install tank bypass piping connection, evaluate distribution system connections and install piping necessary to operate solely system on remaining tank, Remove existing concrete tank, Replace tank with metal tank meeting California waterworks standards, Replace booster pump system, replace damaged piping and electrical components, install supervisory control system</p>	\$ 400,000	F	C		Yes	No	Yes
2	Well #2, 14000 Bradley Henley Rd., Hornbrook, CA 96044	<p>Damage: 1. Groundwater Well building destroyed, 2. Well piping and electrical destroyed</p> <p>Scope: Debris removal, Replace wiring, pump controls, water flowmeter, valves and piping; construct CMU building to protect well from fire and vandalism</p>	\$ 200,000	F	C		Yes	No	Yes
3	Diversion Structure Near Well #1, 15024 Bradley Henley Rd, Hornbrook, CA 96044	Damage: Destruction of cover over diversion structure; Scope: Repair damaged cover	\$ 5,000	F	C		No	No	Yes

List of Projects

		Disaster Number							
4	Water Distribution System Damage	Damage: burned air/vacuum relief valves, damaged fire hydrants due to debris flow, debris lodged in distribution system and customer meters, damaged water meters due to debris; Scope: Replace or repair damaged hydrants, replace burned air/vacuum valves, system flushing and potential excavation/replacement of pipe segments or fittings, removal, flushing and/or replacement of damaged customer meters	\$	150,000	F	C	No	No	No
			\$						
			\$						

*CATEGORY: A) Debris Clearance; B) Protective Measures; C) Road System; D) Water Control Facility; E) Buildings and Equipment; F) Public Utility System; G) Other. (Note: if a single site has more than one category, indicate the category that represents the majority of damage.)

Technical Memorandum

TO: Jordan Leigh, CalOES Disaster Assistance Specialist

DATE: September 21, 2018

FROM: Garrett Hattenhauer, Associate Engineer

JOB NO.: 2713.01

SUBJECT: Hornbrook CSD – Klamathon Fire Hazard Mitigation

RECOMMENDATION TO REPLACE WATER STORAGE TANKS 1 & 2 WITH ABOVE-GROUND WELDED STEEL TANKS TO MITIGATE HAZARDS

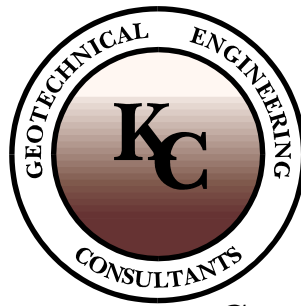
The Hornbrook Community Services District (District) has two water storage tanks, referred to as Tanks 1 & 2, in their distribution system. Both tanks are located on the west side of the District with the majority of the water distribution network and demand located to the east. The existing in-ground Tank 1 sustained significant structural damage as a result of the Klamathon Fire, see Technical Memorandum dated August 3, 2018 by PACE Engineering. Due to the extent of the structural damage, PACE recommends that the tank be replaced with a new above-ground welded steel tank. The State Water Resources Control Board, Division of Drinking Water (DDW), has expressed their concern with the use of in-ground tanks. These concerns include difficulty of inspection, increased maintenance, rodent intrusion, and high risk of fire damage. Refer to DDW letter dated July 23, 2018. An above-ground welded steel tank is recommended to mitigate health and safety hazards and mitigate the potential for repetitive fire damage.

Both Tanks 1 & 2 are at the same elevation and operate at the same water surface elevation. If Tank 1 is replaced with an above-ground tank, Tank 2 will no longer be operable as designed. Therefore, we would recommend that Tank 2 also be replaced with an above-ground welded steel tank at the same elevation. The replacement of Tank 2 with an above-ground storage tank would also mitigate health and safety concerns associated with the underground substandard tank and the risk of repetitive fire damage.

Replacing both tanks with a single larger tank was evaluated. Due to the limited pipe size of the existing distribution system and the proximity of the existing tanks, the replacement of both tanks in their existing locations would be required to provide adequate fire flow. The available

fire flow throughout the distribution system appears to be deficient. By replacing the below-grade tanks with above-grade tanks, the available fire flow throughout the distribution system would be increased by approximately 40%. The proposed volume of each above-ground storage tank would be approximately 150,000 gallons, increasing the current fire water storage by 50% and providing further hazard mitigation.

865 Cotting Lane, Suite A
Vacaville, California 95688
(707) 447-4025, fax 447-4143



8798 Airport Road
Redding, California 96002
(530) 222-0832, fax 222-1611

KC ENGINEERING COMPANY
A SUBSIDIARY OF MATERIALS TESTING, INC.
www.mti-kcgeotech.com

Proposal No. Hornbrook Tank
Dated: 18 October 2018

Mr. Garrett Hattenhauer
PACE Engineering
1730 South Street
Redding, CA 96001

Subject: Hornbrook CSD
 Water Tank Replacement Project
 Bradley-Henley Road
 Siskiyou County, California
GEOTECHNICAL EXPLORATION SCOPE & COST ESTIMATE

Dear Mr. Hattenhauer:

At your request, **KC ENGINEERING COMPANY** is pleased to submit our scope and cost estimate for providing a geotechnical exploration report for the Hornbrook CSD – Water Tank Replacement Project. The existing water tanks are located approximately 1 mile apart on Bradley-Henley Road in Siskiyou County, California. The project will include demolition of the existing concrete water tanks that measure 40 feet by 40 feet and 10 feet deep. Replacement will consist of two new steel bolted water storage tanks at the same locations. It is assumed that the metal tanks will be supported by a shallow concrete ring footing foundation at grade. Topography on the existing sites are relatively level with overall hillside slopes down to the east. Design loads associated with the proposed structures are anticipated to be moderately heavy, typical with this type of construction.

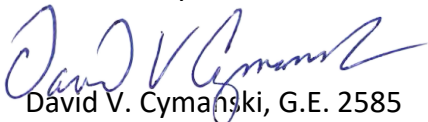
Our experience in the area and geologic mapping indicates that the primary geotechnical concerns are the likely presence of expansive subsurface soils in conjunction with oversized volcanic rocks. The surficial soil deposits are anticipated to have expansive qualities subject to volume changes with varying moisture content. Demolition of the existing tanks 10 feet below grade must be backfilled properly for uniform foundation support. We propose to address these and other geotechnical concerns. Therefore, the purpose of the proposed exploration is to identify the surface and subsurface geotechnical characteristics so that appropriate seismic, grading, foundation, drainage and other recommendations can be provided in accordance with the 2016 California Building Code for site development. The following scope of services is proposed:

- 1) Review of Literature. A review of the available and/or published pertinent geologic and geotechnical literature concerning the project site and surrounding area.
- 2) Site Reconnaissance. This will consist of a reconnaissance by KC Engineering to observe and map surface conditions. The site will be marked for Underground Service Alert.
- 3) Surface and Subsurface Exploration Program. This will consist of excavating one or two (1-2) exploratory test pits at each tank site, logging and sampling of subsurface, and foundation soil materials. This proposal assumes one day for field activities.
- 4) Laboratory Testing. A laboratory testing program of the on-site soils will be performed to determine the in-place condition of the subsurface soils and their engineering characteristics. Testing is anticipated to consist of moisture/density, sieve analysis, Atterberg Limits, sulfates and strength testing.
- 5) Analysis and Report. This phase of the exploration will consist of an evaluation and correlation of all the data accumulated and the preparation of a geotechnical report including boring locations, laboratory test results and recommendations for CBC seismic criteria, grading, foundations, drainage and other related design criteria.
- 6) Consultation and Plan Review. This will consist of Geotechnical consultation with PACE, as required, during the design and review phases of the plans.

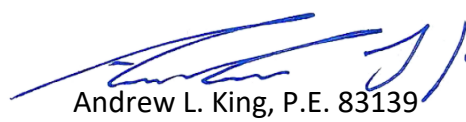
We propose to perform Items 1 through 6 services for a fee of \$12,338. Our field exploration will proceed shortly after receipt of signed authorization and provided weather conditions allow access. We will coordinate with your office to setup the date for the drilling. Our written report will be transmitted within four to four to six weeks after the field exploration. With respect to Item 6, plan review after completion of the Soil Report is incorporated into the project total. Additional consultation time as requested will be invoiced at a Geotechnical Engineers hourly rate of \$175/hour. Should this proposal meet with your approval, please issue your Work Order.

We appreciate the opportunity of proposing our services to you and look forward to working with you on this project. Should you have any questions relating the contents of this proposal or should you require additional information, please contact our office at your convenience.

Reviewed by,


David V. Cymanski, G.E. 2585
Principal Engineer

Respectfully Submitted,
KC ENGINEERING COMPANY


Andrew L. King, P.E. 83139
Principal Engineer

Copies:1 via email

KCE GEOTECHNICAL COST BREAKDOWN

Description	Hornbrook CSD Water Tanks	
PROJECT COORDINATION & REVIEW		
Geotechnical Engineer	2 hrs. x \$175/hr.	\$350.00
Principal Engineer	2 hrs. x \$160/hr.	\$320.00
FIELD EXPLORATION		
USA Marking	6 hrs. x \$160/hr.	\$960.00
Mileage	235 mi x \$0.75/mi	\$176.25
Backhoe Cost	Tom Louie	\$2,400.00
Principal Engineer	10 hrs x \$160/hr.	\$1,600.00
Mileage	235 mi x \$0.75/mi	\$176.25
LABORATORY TESTING		
Density/MC	6 units x \$55/unit	\$330.00
Sieve Analysis	4 units x \$175/unit	\$700.00
Atterberg Limits	2 unit x \$170/unit	\$340.00
Direct Shear	2 units x \$355/unit	\$710.00
Unconfined Compression	2 units x \$110/unit	\$220.00
Corrosion	2 units x \$185/unit	\$370.00
ANALYSIS & REPORT		
Principal Engineer	8 hrs. x \$160/hr.	\$1,280.00
Geotechnical Engineer	3 hrs. x \$175/hr.	\$525.00
Drafting	4 hrs. x \$75/hr.	\$300.00
Clerical	4 hrs. x \$60/hr.	\$240.00
CONSULTATION & PLAN REVIEW		
Geotech Engineer	4 hrs x \$175/hr	\$700.00
Project Engineer	4 hrs x \$160/hr	\$640.00
TOTAL ESTIMATE		\$12,338

HORNBROOK CSD
Water Treatment Plant Backwash Pump
PROJECT COST ESTIMATE

Item	Description	Qty	Units	Unit Cost	Total Cost
1	Backwash pump	1	LS	\$4,500	\$4,500
2	Below grade piping	50	LF	\$80	\$4,000
3	Miscellaneous mechanical piping and valves	1	LS	\$6,000	\$6,000
4	Flowmeter	1	LS	\$3,000	\$3,000
5	Electrical/Controls	1	LS	\$8,000	\$8,000
Subtotal:					\$25,500
Contingency @ 15%:					\$3,825
Total Estimated Construction Cost:					\$29,325
<u>INDIRECT COSTS</u>					
Engineering Design:					\$4,399
Construction Administration:					\$1,760
Construction Observation:					\$2,639
Functional Acceptance Testing/Start-up:					\$4,000
Record Drawings:					\$1,500
Total Indirect Cost:					\$14,298
TOTAL ESTIMATED PROJECT COST:					\$43,600

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ~~3rd~~ ^{24th} day of October 2018, by and between Hornbrook Community Services District hereinafter referred to as "Client" and Kampa Community Solutions, LLC, hereinafter referred to as "Consultant".

RECITALS

WHEREAS, Client desires to obtain services from Consultant as specified in Section 1; and

WHEREAS, Consultant is duly licensed, qualified and equipped to perform said services for the benefit of Client; and

NOW, THEREFORE, Client and Consultant agree as follows:

1. **Scope of Work.** Client engages the services of Consultant as an independent contractor to perform work and render management consulting and other special district consulting services. Consultant will provide the services detailed in the Management Services Proposal, attached hereto as Exhibit A, or other services requested by Client, the scope of work effort, fee and billing arrangements for which will be detailed in proposals or specific Task Orders prepared by Consultant and approved by Client.

Consultant shall (a) provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work; (b) determine the method, details and means of doing the Work; and (3) perform the Work in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant's field.

2. **Payment.** In exchange for the Work, Client shall pay to Consultant a fee based on a) Consultant's actual time and material necessarily and actually expended on the Work in accordance with Consultant's fee schedule, b) the fee and billing arrangement, including maximum to be billed, or not-to-exceed amount as described in an approved Consultant proposal or approved Task Order.

Consultant shall submit to Client an invoice for the Work performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work, if applicable. Client shall pay the first month subscription payment and Program Fee as detailed in the Exhibit A proposal and shall pay the normal monthly subscription payment by the first of each subsequent month. Any invoices submitted by Consultant for extra work outside the subscription service scope as approved by the Client shall be paid within thirty (30) days of its receipt.

3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect ~~until completion of the Work~~ for twelve months unless sooner terminated as provided below.

B. Time is of the essence in this Agreement.

C. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party ~~in the event of a substantial failure of performance by such other party; or if Client should deem it necessary or desirable to abandon or indefinitely postpone the prosecution of any part or all of the Work.~~

D. In the event of such abandonment, postponement or default by Client, Client shall pay Consultant for all services performed and all expenses incurred in performance of this Agreement. The total amount paid to Consultant shall be in an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by Consultant bear to the total services necessary for the full performance of the Work. Services actually rendered hereunder up to the date of such termination of this Agreement, include both completed services and services in the process of completion.

E. In the event of default in performance by Consultant, the provisions of Section 4 hereof shall apply.

4. **Default by Consultant.** If Consultant fails to advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, Client may suspend payment until such time as the default is remedied by Consultant.

5. **Ownership of Documents.** Every document prepared by Consultant under this Agreement shall be the exclusive property of the Consultant. By this Agreement, Consultant transfers the right, title and interest in such documents to Client only for the purposes specifically stated herein. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to Client, including the exclusive copyright, but only to the extent necessary to fulfill the objectives and purposes stated in this Agreement. Draft, Proprietary or Trademark Documents prepared by Consultant under this Agreement shall not be provided by Client to any other person or entity without Consultant's prior written approval.

6. **Compliance with Laws.** Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the Client's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the Client.

7. ~~**Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless Client, and its officers, employees, volunteers and agents from and against liability, losses, claims, and damages, resulting from: (1) the performance of or failure to perform the Work or any other obligations of this Agreement by Consultant or Consultant's agents or employees; or (2) any negligent act or omission of Consultant, or Consultant's agents or employees in connection with~~

~~any acts performed or required to be performed pursuant to this Agreement. This indemnification shall not include any claim arising from the negligence or willful misconduct of the Client or its employees or agents and shall only be applicable to the extent, or proportion that the Consultant's act or omission contributed to liability, loss, claim or damage.~~

8. Insurance.

A. Types and 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:

<u>Type</u>	<u>Limits</u>
Commercial Public Liability	\$1,000,000 per occurrence
Property Damage and Automobile Liability	\$1,000,000 per accident
Workers' Compensation	statutory limits
Employers' Liability	\$1,000,000 per accident

B. Other Requirements. Said insurance shall also specifically cover the contractual liability of Consultant. If Consultant fails to maintain such insurance, Client may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

C. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, Client may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all evidence substantiating coverage of Client and its agents and employees. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by Client.

Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after Client shall receive notification of such cancellation or reduction.

9. Independent Contractor. The parties hereto agree that at all times during the term of this Agreement Consultant, Consultant's employees and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of Client. Consultant shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. Client shall have the right to control Consultant only insofar as the result of Consultant's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Consultant, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract

shall be determined by Consultant, and Client shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from Client should Consultant or any of its employees or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of Client. Consultant hereby agrees to defend and hold Client harmless from any and all claims that may be made against Client based on any contention by any third party that an employer/employee relationship exists or that a contractual relationships exists between Client and that third party by reason of this Agreement.

Consultant represents that it, and its employees and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

10. **Entire Agreement.** This writing and the documents incorporated herein by reference as Exhibit A and represent the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

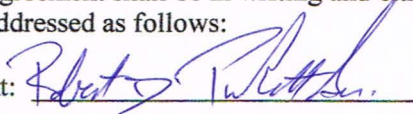
11. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of Client.

12. **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. No payment by Client to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

13. **Agreement 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.

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

15. **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:

Client: 

Consultant: _____

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

~~16. **Attorneys Fees.** In the event of litigation between the parties, or if a party becomes involved in a litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorneys fees from the other party. The prevailing party will be entitled to an award of attorneys fees in an amount sufficient to compensate the prevailing for all attorneys fees incurred in good faith.~~

Name

Title

CONSULTANT

By: _____

Peter J. Kampa

Name

President and General Manager

Title



KAMPA COMMUNITY SOLUTIONS, LLC
UPDATED PROPOSAL FOR GENERAL MANAGEMENT SERVICES
Hornbrook Community Services District
October 3, 2018

OVERVIEW

Kampa Community Solutions, LLC (KCS) is prepared to continue competent and experienced management services in compliance with law and at a very reasonable price for the Hornbrook Community Services District (District or HCSD), serving as General Manager. We have prepared this amended proposal based on two years' of experience with the District, and proposal and scope of work to address what we expect as the immediate needs of the District, to ensure that the infrastructure restoration work is planned, designed and constructed competently and funded to the maximum extent possible with grant funds, for the long term.

At the same time, we will assist the District in continuing to update and implement policies and procedures to provide for efficient operations, and to establish the structure and process to ensure ongoing compliance with the myriad of laws, standards and regulations governing the District. Our firm specializes in managing community services districts, which allows us to very efficiently provide just the right amount of management services needed to meet the needs of the District while respecting its very small customer base and budget.

We will achieve, and keep the District on a solid governance footing and in compliance with the many laws and regulations governing community services districts, while at the same time maintaining and improving the quality of public services provided.

Proposed Scope of Services

Peter J. Kampa, President of KCS and certified Special District Administrator will serve as HCSD General Manager, managing the day to day affairs of the District in accordance with the requirements of the Community Services District law found at California Government Code Section 61000 et seq., as follows:

61051. The general manager shall be responsible for all of the following:
- (a) The implementation of the policies established by the board of directors for the operation of the district.

- (b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors.
- (c) The supervision of the district's facilities and services.
- (d) The supervision of the district's finances.

For the purposes of estimating the management time and effort required to fulfill the requirements of the position and to submit a reasonable cost proposal that meets both of our needs, it is anticipated that the majority of the work will be completed remotely, and that the Board will assign a local representative in Hornbrook, be it a Board member, employee or contractor, who can assist in records maintenance, posting notices and agendas, filing documents with the County Clerk, signing checks and other such tasks most efficiently conducted by someone located in close proximity. It is also assumed that the District will provide a separate contractor for customer utility billing activities, responses to customer inquiries and concerns regarding water billing.

We will be responsible (but not limited) to:

- Develop meeting agendas in cooperation with the Board President and/or Secretary, compile documents and develop materials supporting agenda items, oversee the preparation of meeting minutes, and recordation of actions.
- Attend one monthly Board meeting. Should special Board meetings become necessary, we will attend such meetings as described in the budget section below.
- Assist in response to public records requests and oversee the District records management both written and electronic.
- Coordinate and manage all projects in compliance with the CSD and public contracting laws.
- Manage and lead the District operations staff and ensure compliance with state water supply permit(s).
- Prepare the annual budget in coordination with the County.
- Coordinate with County and Bookkeeper to ensure that accounts payables and payroll are managed appropriately and provide review/approval to maintain necessary internal controls and appropriately manage finances.
- Present financial reports to the Board
- Develop draft new and updated policy proposals for Board adoption as necessary to effectively manage the District affairs.
- Seek grant funding and/or financing for needed District infrastructure projects

Management Services Implementation

We propose a contractual relationship through execution of a General Services Agreement with no specific termination date. This contract can be approved at a regular or special

meeting of the District Board of Directors. Once engaged, we will review documents and meeting records, perform research and evaluate current issues to become familiar with the District's specific condition, operations and needs; and assist the HCSD Board in setting immediate priorities for the General Manager. A longer term goal is to develop mid-range and longer priorities for the District and management as the relationship matures and with proven performance.

Services Budget, Assumptions and Criteria

The management fee to be charged by KCS is \$110 per hour, billed in ¼ hour increments. The hourly billing rate will be considered annually by the Board of Directors. The total monthly hourly billing for normal General Management services will not exceed \$2200 without approval of the Board.

Management services related to formally bid public works projects (currently valued at over \$175,000) and/or related to response to emergencies and planning, contract management and project funding/implementation such as the Klamathon Fire of July 5, 2018 are not considered normal General Management services subject to the monthly billing maximum detailed above.

Travel cost will be billed as follows for in-person attendance at Board meetings and other necessary meetings and events:

1. Mileage is billed at the then current IRS reimbursement rate
2. Lodging and meals are to be kept to a minimum and billed at cost

Specific "normal" services assumptions subject to the monthly billing maximum include:

1. Once monthly preparation for and (remote) attendance at Board meetings, and assuming two to three-hour meeting length.
2. Extra or special meetings
3. Management of district facilities, finances, personnel and contractors
4. Draft policy development and implementation of adopted policies
5. The majority of work effort will take place electronically, by phone, video conference, text and email.
6. HCSD shall maintain the same level of operations and bookkeeping staffing, who will perform the same responsibilities and duties as prior to this agreement, under the direction of the General Manager.
7. HCSD shall provide the currently existing and necessary bookkeeping and accounting software, computer hardware and other required business software, office supplies

and equipment, records management supplies and storage, and all other items normally needed for the operation of a CSD.

The Board, District staff, legal counsel, contractors, consultants and customers will, in accordance with District policies and standards, have unrestricted access to the General Manager in person while in Hornbrook, and at all other times by phone, email, text message and video conferencing. KCS shall maintain the most current versions of necessary business software including MS Office and Adobe Pro DC, necessary for seamless business communication and function.

Termination of Services

Either party may terminate this contractual relationship upon written notification. If terminated by either party at any time; the only obligation is the payment of outstanding invoices and for hours worked in the month of termination, through the date of contract termination.

If you have questions on this proposal, feel free to contact me at cell (209) 591-7100.

Thank you for your consideration,

Peter J. Kampa, President/General Manager
Kampa Community Solutions, LLC