

**KENSINGTON FIRE PROTECTION DISTRICT
AGENDA OF A MEETING OF THE
BOARD OF DIRECTORS**

Date of Meeting: September 6, 2017
Time of Meeting: 7:00 p.m.
Place of Meeting: Kensington Community Center
59 Arlington Avenue, Kensington, CA 94707

Please Note: Copies of the agenda bills and other written documentation relating to each item of business referred to on the agenda are on file in the office of the Kensington Fire Protection District Administration Office, 217 Arlington Avenue, Kensington, and are available for public inspection. A copy of the Board of Directors packet can be viewed on the internet at www.kensingtonfire.org/agenda/index.shtml.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Manager, 510/527-8395. Notification 48 hours prior to the meeting will enable the Kensington Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title 1).

7:00 p.m. **CALL TO ORDER**
Directors: Joe de Ville, Dom Dommer, Nina Harmon, Janice Kosel, and Laurence Nagel

1. **ADOPTION OF CONSENT ITEMS.** Items 3, 4, 5, 6, 7 & 8

All matters listed with the notation "CC" are consent items, which are considered to be routine by the Board of Directors and will be enacted by one motion. The Board of Directors has received and considered reports and recommendations prior to assigning consent item designations to the various items. Copies of the reports are on file in the Fire Protection District Administrative Office at 217 Arlington Avenue and are available to the public. The disposition of the item is indicated. There will be no separate discussion of consent items. If discussion is requested for an item, that item will be removed from the list of consent items and considered separately on the agenda. PLEASE NOTE: Public review copy of the agenda packet is available at the Directors' table at the Board meetings.

2. **ORAL COMMUNICATIONS.** (This place on the agenda is reserved for comments and inquiries from citizens and Board members concerning matters that do not otherwise appear on the agenda. Speakers shall be requested to provide their names and addresses prior to giving public comments or making inquiries.)

CC 3. **APPROVAL OF THE MINUTES.** Approval of the minutes of the regular meeting of June 14, 2017 (APPROVE)

CC 4. **APPROVAL OF THE MINUTES.** Approval of the minutes of the special meeting of June 24, 2017 (APPROVE)

CC 5. **APPROVAL OF THE MINUTES.** Approval of the minutes of the regular meeting of July 12, 2017 (APPROVE)

CC 6. **ACCEPTANCE OF INCIDENT ACTIVITY REPORT.** July 2017 (ACCEPT)

CC 7. **APPROVAL OF MONTHLY FINANCIAL REPORT.** June/July 2017 (APPROVE)

CC 8. **APPROVAL OF MONTHLY TRANSMITTAL #3.** September 2017 (APPROVE)

9. **FIRE CHIEF'S REPORT**

- a. Review of operations.
- b. Regional issues and developments.

10. **PRESIDENT'S REPORT**

NEW BUSINESS

11. Resolution 17-06 Adopting the Final Combined Budget for Revenue, Operating Expenditures, and Capital Improvement Expenditures for Fiscal Year 2017-2018 (ACTION)
12. Proposal from Rockridge Geotechnical to provide Geologic Hazard Evaluation and Geotechnical Study at 217 Arlington Avenue for a fee of \$22,000 (ACTION)
13. Proposal from Lombardo Diamond Core Drilling Company to provide trench cutting and removal at 217 Arlington Avenue for a fee of \$1,461 (ACTION)
14. Proposal from Chavarin Paving to recompact open trench and pour new asphalt at 217 Arlington Avenue for a fee of \$3,198.00 (ACTION)

15. **BOARD REPORTS**

Informational reports from Board members or staff covering the following assignments:

- a. Finance Committee (Kosel/Dommer):
- b. Public Safety Building (Dommer/Harmon): Copy of answers to KPOA regarding 7/4/17 questions
- c. Education (Kosel): Solano Stroll 9/10/17; Tri-City Safety Day 9/23/17; Fire Prevention Week Open House 10/14/17; California ShakeOut 10/19/17
- d. Contra Costa County/California Special Districts Assoc. (Nagel): Report on July 2017 County chapter meeting
- e. Diablo Fire Safe Council/Interface (Staff):
- f. Policy Manual (Staff/Nagel/deVille):
- g. Correspondence: FDAC – SRA fee suspended; Letters from Elsbury, Toombs, Mercurio and Ortiz re: lease between KFPD and KPPCSD; Thank you from Tara Jones & family; Thank you from Troop 31529

ADJOURNMENT. The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on Wednesday, October 11, 2017, at 7:00 p.m. at the Kensington Community Center, 59 Arlington Avenue, Kensington, CA 94707.

The deadline for agenda items to be included in the Board packet for the next regular meeting of 10/11/17 is Wednesday, 9/27/17 by 1:00 p.m. The deadline for agenda-related materials to be included in the Board packet is Wednesday, 10/4/17 by 1:00 p.m., Fire Protection District Administration Office, 217 Arlington Ave., Kensington.

IF YOU CHALLENGE A DECISION OF THE BOARD OF DIRECTORS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE BOARD MEETING OR IN WRITTEN CORRESPONDENCE DELIVERED AT, OR PRIOR TO, THE BOARD MEETING

CONSENT CALENDAR

**MINUTES OF THE JUNE 14, 2017 MEETING OF THE BOARD OF DIRECTORS
OF THE KENSINGTON FIRE PROTECTION DISTRICT**

PRESENT: **Directors:** Joe de Ville, Don Dommer, Nina Harmon, Janice Kosel and Larry Nagel
 Staff: Fire Chief Lance Maples, Manager Brenda Navellier

CALL TO ORDER:

President Don Dommer called the meeting to order at 7:00 p.m. and noted that all Directors were present.

CLOSED SESSION:

The Board adjourned to a closed session to discuss Conference with Real Property Negotiators.

RECOVENE REGULAR BOARD MEETING:

The Board reconvened its regular Board meeting at approximately 7:20 p.m. Director Kosel reported out that the Board as a whole gave direction on negotiating the lease with KPPCSD.

APPROVAL OF CONSENT ITEMS:

President Dommer called for the approval of the consent calendar (items 3, 4, 5, 6, 7 & 8), consisting of approval of the May 10, 2017 minutes, approval of the May 2017 incident activity report, approval of the monthly transmittal #12, approval of the April/May 2017 financial reports, approval of Resolution 17-02 establishing the appropriations limit and approval of Resolution 17-03 authorizing the County to place the special tax on the tax roll and to collect the FY17-18 special tax. Director Dommer made a motion to approve the Consent Calendar items as submitted. Director Harmon seconded the motion.

AYES: de Ville, Dommer, Harmon, Kosel, Nagel
NOES: None
ABSTAIN: None

ORAL COMMUNICATIONS:

Director Kosel asked about the status of the District's reapplication for a Transparency Certificate and District of Distinction with CSDA. Navellier reported that she will be submitting an application next month for the first step of that process. Kosel asked Dommer if he was going to appoint a committee to review the District's policy and procedures manual in light of CSDA's new template. Dommer said he would appoint a committee at the next Board meeting.

Ciara Wood thanked the Board for dropping the Kensington park option for the building site and sparing the community a campaign against that idea. President Dommer responded that he was not happy about the outcome. Dommer wanted to be able to present the different schemes to the Board and the public. The other half of the project is the huge impact rebuilding at the current site will have on the neighborhood for a couple of years.

Steve Simrin asked how neighbors would be affected by rebuilding? Dommer said the project could take up to a couple of years of demolition, excavation, and rebuilding. Work hours would need to be restricted because of noise and traffic would be impacted. The project will be disruptive.

Linnea Due asked how much wiggle room is there to change the building design? Dommer said if the CSD doesn't participate in the project, the building would be reduced and the parking problem would disappear.

Karl Kruger apologized for not attending the Finance Committee meeting earlier in the month. Dommer pointed out that even though the Committee met in the evening, only two citizens attended.

David Spath asked if the KPPCSD is looking elsewhere to move? Dommer responded that the programming for the new building included the police department and he has kept their President informed on the project. There was no commitment from KPPCSD regarding the park site and Dommer has requested a "yes" or "no" by the end of July if they will be participating in the new building project. KFPD needs a definitive answer. Kosel added that KFPD cannot afford to build a public safety building on its own without a long-term lease for a significant amount from KPPCSD.

Lorraine Osmundson said KFPD should buy some East Bay MUD land. Chief Maples explained that relocating to anywhere that is not centrally located in the community would have an adverse impact to response

times. Moving to one end of the community or the other (summit reservoir or the filter plant) would affect the opposite end of the community.

Ciara Wood asked if the line drawing that was in The Outlook was the current design. Dommer answered that it was just a massing and no architectural details were included.

FIRE CHIEF'S REPORT:

Chief Maples said he had two verbal reports to give. First, starting next week and every Tuesday from 9 to 4 p.m. the household hazardous waste program will be held at the El Cerrito Recycling Center for El Cerrito and Kensington residents. *(It was later learned that Kensington residents may not participate in this program as they do not pay into the County JPA with the current refuse contract.)*

Maples reported the department will be transitioning early to Contra Costa County Fire dispatch on June 17th instead of July 1st. That will allow for a window of opportunity for any glitches to be worked out. Director Nagel asked for an explanation on what happens when a Kensington resident in their home calls 911. Maples explained the process and how, in the future, calls will go through Albany. Nagel said Albany has a reputation for slow response times. Maples said that the fire department does monitor ring times, etc. David Spath asked where Nagel got the information that Albany was slow. Nagel said he heard it at the last KPPCSD meeting but time will tell if it is true.

PRESIDENT'S REPORT:

President Dommer reported on Manager Navellier's annual employee performance review. He received individual comments from all Board members and the Chief on Navellier. Dommer said that overall the Board is happy with Navellier and amazed at the multi-tasking she does. Dommer said he finds her easy to work with and that she follows through on tasks.

NEW BUSINESS:

El Cerrito Contract Fee Proposal for FY 2017-2018: The Finance Committee met with El Cerrito City Manager Hanin and Fire Chief Maples on June 6, 2017. Kosel noted that the proposed contract fee proposal increase is larger than average mostly due to the reconciliation. Average has been 5.1%. She also noted the listing of fire station comparison costs included in the packet. Kensington has the cheapest single station of those compared. Chief Maples reviewed the budget narrative that was included in the packet which included an overview, organizational structure and chart, staffing, strategic plan goals, service indicators, inspections, certifications, and public education contacts. Maples then reviewed the fee proposal line items including those that have had a substantial change. Salaries have increased 3.4%, PERS contributions have increased 18%, FICA/Medicare increased 3.2%, employee insurance increased 4.5% and workers comp premiums increased 37%. Misc. repair & maintenance has been increased by \$120,000 to cover the cost of dispatch through Contra Costa County Fire. Advertisement was raised \$5,000 and printing and binding was raised \$5,000, both to increase CERT awareness and participation. Clothing and uniform was raised \$10,000 and building services raised \$5,000. Total compensation cost share is \$57,307 or El Cerrito's portion of paying for Navellier. The FY15-16 reconciliation is \$165,000 and the second reconciliation is for Navellier's cost. The total fee is \$2,767,305 or a 10.73% increase. Kosel noted that without the reconciliation from 15-16, the increase would be approximately 4%. The District looks at the fee as a rolling proposal and over the last five years, the fee increases average below 5.1%. The major contributing components to the increase are: 90% of costs are personnel related (3.4%), PERS adjusted their assumed interest rate which will drive up contribution rates for all participating public agencies (18%), the cost of the new dispatch agreement (\$120,000) and the reconciliation. Maples noted that El Cerrito had been in a long-term dispatch agreement with the City of Richmond. Richmond recently reworked the dispatch consortium and arrived at a formula to charge El Cerrito \$482,000 per year beginning 7/1/17. Contra Costa Fire proposed \$120,000 and wants to do business with the City. ECFD entered into a three-year contract with Con Fire. Kosel said that the Board and the community are well pleased with the service provided through the El Cerrito contract. KFPD pays 27.75% of most line items though we have 1/3 of firefighters. She also noted that the historical norm is for Kensington's engine to respond to calls in El Cerrito even prior to the contract. Based on the station cost comparisons, Kensington would not be able to afford to run its own fire station and it would not have the same level of service. Nagel asked for an explanation on the discrepancy between the contract fee page and the contract cost comparison page (\$2,767,305 vs. \$2,826,907). Navellier explained that the higher number has El Cerrito's half of her salary taken out since KFPD counts that as revenue.

Karl Kruger said he compared the budget to the estimated actual and there is a \$153,000 increase in income. He then reviewed the costs starting from the beginning of the contract in 1996. He said he did not want to talk about service because everyone agrees that the fire department has excellent service and there are no problems. Kruger has a problem with the portion that Kensington pays in proportion to El Cerrito. El Cerrito pays \$239 per person for fire service and Kensington pays \$593 per person. Kruger said Kensington response is 47 seconds slower than El Cerrito response. Dommer said that Kensington has as population of 5,000 with one station and El Cerrito has 24,000 people with two stations. El Cerrito has over twice as much population to spread the cost of a station. Kruger said that did not explain things to him. He said there are three stations. Nagel said Kensington decided to have a fire station in the best interest of the community 90 years ago. The community can't operate one-half of a fire station. Kosel said it is economies of scale. Kruger said the equalizer isn't there if you look at the numbers.

David Spath asked about the percentages on the reconciliation. Maples said it is already built in – same percentages as the budget. Each line item carries over at the percentage that KFPD pays in the contract. A large portion of the reconciliation this year was overtime. Spath asked how the 27.75% was derived? Maples said it was a negotiated percentage made a few years after the contract initiation. Kosel added that it formalized the agreement so that it was not negotiated every year and hard feelings created. Kosel said KFPD negotiated down from 33%. Spath said there is usually a basis for a percentage negotiation. Dommer said sometimes you just arm wrestle. Maples said if it was renegotiated at this time, the percentages would go up. Spath said Kensington only has nine firefighters out of the 34 total. Maples said Kensington also shares in the training chief, fire prevention officer, battalion chief, etc.

Ciara Wood said the Kensington community has benefitted tremendously from the working relationship with the firefighters including all the work that has gone into Diablo Fire Safe Council and the work along the ridgeline by the residents. Kosel said Kensington Fire offers many benefits that other fire agencies do not.

Linda Spath said the good service needs to be separated from the fact that the community has a right to ask the Board questions, even if they are repeated, and they should not be insulted. It is inappropriate to make the exchange unpleasant and residents should not be belittled. Director Kosel said she assumed Spath's comment was addressed to her and she apologized. Spath said Kensington sticks out like a sore thumb in the LAFCO report but she does not know the population of the other communities. KFPD is quick to pull out its chart of station comparisons. Questions should not be glossed over or addressed quickly; no one should be defensive. The Board needs to step back and look hard at the contract and if it's that good it can stand up to it. Maples said he is not defensive and stands behind the relationship of the two communities, everything is transparent and on paper. Spath asked why Maples objected to tabulating the number of calls in the LAFCO report. His comments are noted in the report. Maples said it is not automated and El Cerrito operates the three stations as one community. He said the calls are reported out every single month at the Board meeting. The Board asked what Spath was referring to. David Spath explained the issue in the LAFCO report is that half of Kensington's calls go into El Cerrito. Linda Spath said her other point is that she wants to know why Kensington keeps buying large fire engines. Most calls are emergency medical services and she thinks there are new ideas. The Board should welcome questions and there is room for improvement. Director Kosel moved adoption of the El Cerrito contract fee proposal as reflected in the Board packet. Director de Ville seconded the motion.

AYES: de Ville, Dommer, Harmon, Kosel, Nagel
NOES: None
ABSTAIN: None

Auditor Recommendation and Fee Proposal for FY2016-2017 Audit Report: Kosel said every few years the District solicits new audit proposals. The Board has been happy with Lamorena & Chang and selected them initially and reselected them a few years ago based on their user friendly audit report. Kosel said it is good practice to switch auditors periodically. Manager Navellier and Accountant Russell solicited proposals and reviewed fee proposals and sample audits. Navellier and Russell are recommending that the Board hire Mann Urrutia Nelson CPA's to perform the FY16-17 audit. The Finance Committee is in agreement to try MUN CPA's for one year and then review the District's satisfaction. The proposed fee is \$16,000 for FY16-17. Director Kosel made a motion to engage Mann Urrutia Nelson for the audit for FY16-17. Director de Ville seconded the motion.

AYES: de Ville, Dommer, Harmon, Kosel, Nagel
NOES: None
ABSTAIN: None

Resolution 17-04 Adopting the Preliminary Revenue, Operating Expense and Capital Improvement Budget for FY17-18: Kosel reported that the Finance Committee reviewed the draft budget on June 6, 2017 with staff. The Board adopts the budget in June, enacts the budget formally in September and performs a mid-year budget review in

February. Kosel reported that revenue is projected at \$4,198,915 and operating expenses of \$3,288,789. There is \$750,000 under capital outlay in professional services for the new public safety building creating total expenses of \$4,058,789 which would put the District \$150,000 to the positive. Kosel noted that the \$35,470 under the lease agreement is a place holder since the two Districts have not yet entered into an agreement. KPPCSD asked for a \$1 a year lease three years ago and KFPD complied. That lease is now up and the \$35,470 represents a reversion to the previous lease. Dommer said KPPCSD takes up about 35% of the building and the cost of maintaining the building is about \$100,000 per year. Kosel said it is higher. KPPCSD was paying a proportional amount of the maintenance in the prior lease. The actuarial valuation is budgeted for \$3,600 and will be completed this summer. In the meantime, retiree benefits are estimated at \$0 because the District's best estimation is that it is fully funded at this time but the valuation will tell. The audit is budgeted at \$16,000 and water systems are budgeted at \$20,000 for hydrants if necessary. The demonstration garden, proposed in Kensington Park, is estimated at \$30,000 for design and implementation. KFPD's lawyer has drafted an agreement with KPPCSD for the garden but KPPCSD's lawyer has not reviewed it yet. \$750,000 is for the public safety building for construction documents and permits, etc. Groundbreaking would not be for another 18 mos. Kosel pointed out the engine replacement funds and that engines have a useful life of 15 years. She pointed to the schedule attached to the budget. The Type III is scheduled to be replaced in FY18-19. She then reviewed the designated fund for the public safety building. The District is hoping to have \$2 million at the end of FY17-18 to put toward the building project. Kosel noted that the El Cerrito contract requires KFPD to endeavor to set aside one year's worth of contract fee to reflect the one year notice provision. Next year KFPD will be eroding a portion of that set aside due to the high cost of the building project. The other item under designated funds is the Cal PERS Trust which the District is hoping is fully funded to pay for the retirees health benefits. Nagel asked where vehicle maintenance is reflected? Maples said it is in the El Cerrito contract. KFPD owns the vehicles and El Cerrito maintains them. El Cerrito budgets \$80,000 for vehicle maintenance and KFPD pays 25% of that line item which was a negotiated percentage.

Linda Spath asked Kosel if the police take up 50% of the building. Dommer clarified that they occupy about 35% of the building and Navellier clarified about 75% of the parking. David Spath asked Maples about the El Cerrito contract fee planning budget for FY18-19. Maples clarified that number is set by the Finance Committee not the City. Spath thought the number seemed like a high increase. Kosel said probably not since El Cerrito is currently negotiating with the labor group. The El Cerrito City Council has passed its FY16-17 budget. Maples has never seen the City Council reopen a budget based on negotiations. The Council has five unions to negotiate with but local 1230 firefighters are going first. Kosel moved the enactment of Resolution 17-04 adopting the preliminary revenue, operating expense and capital improvement budget for FY17-19. Director Nagel seconded the motion.

AYES:	de Ville, Dommer, Harmon, Kosel, Nagel
NOES:	None
ABSTAIN:	None

Public Safety Building Facility Assessment and Master Plan Report: President Dommer noted that the facility assessment and master plan documents were included in the Board packet. The park plan is still in the document as that was part of the work that the architectural firm completed. There are also cost estimates and structural calculations included. Dommer said he is not happy with parts of the report. It was supposed to be an 11,000 s.f. building but it has crept up to nearly 12,000 s.f. Costs are hard to predict right now because construction is booming. Last fall the District thought \$10,000,000 was enough for the project but the cost estimate has come in at \$12,000,000. The District will need to scale back the building. Dommer thinks the District may want a second opinion cost estimate. Dommer will bring the project back to the Board in July after the special meeting on June 24th. He wanted to show the community the two schemes (replace current building or build along the Arlington in the park) but got push back from the community. Director Harmon said she would like to see KPPCSD weigh in on that option since it is their land. David Spath asked if the District will now try to scale back. Dommer said yes, and that there are discrepancies in s.f. between the architect and the cost estimator. Spath asked Maples about s.f. costs of other projects. Maples gave s.f. building cost examples from San Ramon Fire, Contra Costa Fire and Moraga Orinda Fire that ranged from \$678 per s.f. to \$1,354 s.f. Maples also gave an example of a recent bid that the City of El Cerrito did for BART path upgrades that came in way over the engineering budget. Dommer said in the current climate you have to make cuts to the program and it still comes in over budget. Dommer said that the project manager believes the construction market has peaked. Dommer invited everyone to attend the presentation on the 24th at the community center from 10:00 a.m. to 12:00 noon. Steve Simrin is concerned about the parking and asked about the projected impact of vehicles on the street. Dommer said that the current proposal puts three more vehicles on the street. Maples added that he too was very concerned about the parking situation and impacting the community. Currently the firefighters park behind the station, not in front of residences. Kosel said purchasing an adjacent home would be the only way to alleviate the parking situation. Simrin asked about the work that was

done on the building about seven years ago. Dommer gave an overview of the 1998, 2004 and 2010 building fixes. The Board is trying to look at the building as a whole now instead of making partial fixes. A structural engineer reviewed the building in 2016 which is the driving force behind the current thinking. The District could spend \$750,000+ to fix the structural only but that would not address any of the other issues of a nearly 60 year old building. The architects will make the presentation on 6/24. Ciara Wood is concerned about the massing in The Outlook and the building looks much bulkier. Dommer said it is a line drawing set into a photograph and he thinks it not to scale; however, it is a big builder and it pushes out to the street.

BOARD REPORTS:

Finance Committee: Minutes from the 2/2/17 Finance Committee meeting were included in the packet.

CSDA: The next County meeting will be held on 7/17/17. In addition there is a ballot included for the state level CSDA Board election. The Board directed Navellier to vote for Caldwell and Silano.

DFSC: The next meeting will be held on 6/15/17. Two grant proposals from Kensington will be considered. Maples added that Kensington Court received a PG&E grant.

Correspondence: Three letters from the community against building in Kensington Park were included in the packet.

ADJOURNMENT: The meeting was adjourned at 9:11 p.m.

MINUTES PREPARED BY: Brenda J. Navellier

These minutes were approved at the regular Board meeting of the Kensington Fire Protection District on September 6, 2017.

Attest:

Larry Nagel, Board Secretary

**MINUTES OF THE JUNE 24, 2017 SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF THE KENSINGTON FIRE PROTECTION DISTRICT**

PRESENT: Directors: Joe de Ville, Don Dommer, Nina Harmon and Larry Nagel
 Staff: Fire Chief Lance Maples
 Absent: Director Janice Kosel and Manager Brenda Navellier

CALL TO ORDER:

President Don Dommer called the meeting to order at 10:00 a.m. and noted the Directors were present.

ORAL COMMUNICATIONS:

Bart Jones said he understood the project has three alternatives and the information has been public for several months. He thanked the Board. President Dommer asked him to wait until the next agenda item.

NEW BUSINESS:

Presentation by Mallory Cusenbery of RossDrulisCusenbery Architecture of the Kensington Public Safety Building Facility Assessment and Master Plan: President Dommer said the District has been working on this project for over one year but due to continual changes there was no presentation to the public until this time. Dommer introduced Architect Mallory Cusenbery with RossDrulisCusenbery of Sonoma. Cusenbery noted that his firm does an excessive amount of life safety projects including nine current fire stations around the bay area. Cusenbery said that even though he has been working on the project for many months the project is in the very early stages and this is not the design proposal. The phase that was just completed is pre-design and the architects have been testing whether the project is even feasible regarding space, site and funds. The project that Cusenbery is presenting is a replacement for the current fire station on Arlington Avenue. The proposed building is about 11,500 s.f. made up of 2,000 s.f. of common area, 5,500 s.f. for fire and 2,500 s.f. for police in round numbers. The current building is about 6,000 s.f. The reasons for the increase are operational that have to do with public safety and also seismic issues. Cusenbery noted there was a proportional increase for both departments. Kensington is a beautiful community but it is also built out and there are few choices of where to build. On the other hand, the services that the fire department provides are absolutely critical. The current site is also very steep. Then there are programmatic challenges—there is a dense use of space on the current first floor and the second floor has each program intermixing into each other and using one common stairway for emergency response. Fire apparatus has changed significantly over the years since the current station was built due to accessibility, OSHA and departmental issues. The current engine only clears the apparatus doors by inches.

Cusenbery then gave an overview of what his firm has been doing during the past year. There were four approaches examined. The first approach was to fix the structural issues with the building only and not address any programmatic issues, the second approach was to attempt to remodel the existing building, the third approach was to tear down and rebuild the existing building and the fourth approach was to try to find a new site to build on. The firm started work in June 2016 and studied the four approaches. There were preliminary cost estimates conducted and, unfortunately, the market in the bay area is extremely strong right now. The remodel/expansion option was eliminated in April 2017. The current layout of the existing building is not at all conducive to add on. The firm then developed alternatives for the existing site and an alternate site. The alternate site was eliminated from consideration in May 2017. There are no obvious sites to choose from and the one the District was considering was going to have issues. Subsequent cost estimates were then developed and an approach was narrowed down for the existing building. It is not a design but an approach that allows the architect to get all of the program onto the current site. Overall 13 schemes were studied over the past year. The architectural firm brings industry standards to the project and the original program was nearly 16,000 s.f. but cuts have been made to try to fit it into the current site and into the budget. Cusenbery reviewed his slides showing the existing building and the proposed program and layout. The project has not been to County planning yet. There will be a total of 3 cars displaced from parking on site. He then reviewed the second level which included fire department living quarters, a public community room in the front of the building and shared police/fire areas toward the back. He then showed a cross-section slide with the perimeter of the existing and proposed building. The firm is very sensitive to views and adjacent homes but at the same time is trying to fit the project into a very constrained site. He then showed a massing model of the proposed building. The conclusion from the study is that the project is feasible and can provide state-of-the-art, contemporary needs of a public safety building. If pursued, the project would provide significant public benefit to the community.

The next steps include community input, meeting with the County planning department, confirm the scope of the project and balance that against funding. This presentation is the first milestone in the project.

Director Dommer asked each person with a public comment to keep their comments down to 3 or 4 minutes. Director Harmon volunteered to keep time. Resident Franklin commented that the project needs some tweaks – possibly siting it in the park location, reducing the bays, or smaller fire engines but we don't need a \$10 to \$12 million project that is grandiose. He added that it is illegal to rebuild a fire station on a site that has an earthquake fault without a special waiver. Rachelle Sherris-Watt, President of KPPCSD, thanked the Fire Board for working on the project. She gave a brief overview of KPPCSD's involvement in the project including reviewing the current building layout two years ago and again in the past year with KPPCSD's public safety building committee and they reviewed first hand the deficiencies of the current space. The Fire District's architect then conducted interviews with KPPCSD staff, including the former Chief of Police, to address staff needs. Sherris-Watt cautioned everyone not to listen to rumors about KPPCSD's commitment or costs for the project since the Fire District had not previously made a public presentation. Jerry Michael asked if the new building will have space for KARO-ECHO? Cusenbery answered yes, and the accommodation will be much better than currently. Koi Dang thanked the professional firefighters and police officers for their service. He noted that the Kensington fire station is listed as one of three El Cerrito stations on El Cerrito's website. He asked what percentage will El Cerrito pay for the station since they directly benefit? Also how will Kensington make sure that their financial hands are not tied when the fire contract needs to be renewed with El Cerrito? Dang said he was told that the Kensington police district has been asked to pay into the construction and also pay rent. He asked how the new building would benefit Kensington police officers. Dommer said the KPPCSD has been involved in the programming and KFPD has limitations on what they can afford. KPPCSD would need to pay a proportional portion of the project back to KFPD. Chief Lance Maples introduced himself and noted that calls from Station 65 into El Cerrito hovers between 40 to 55% and has always been that way even prior to the El Cerrito-Kensington contract. All of west County operates as a boundary drop situation and the closest resource responds to the call. The flip side is that El Cerrito and Richmond will respond along with the Kensington engine if there is a working fire in Kensington. Kensington also has a mutual aid agreement with Berkeley. The station and equipment is owned by the Kensington Fire Protection District and El Cerrito owns its two fire houses. There is no cost sharing component in that agreement. Maples added that the District's fire engines have better braking, turning radius and functionality than the smaller, old time engines. Running a smaller piece of equipment does not have the same functionality. Maples explained the Type I and Type III all-risk engines owned by the District. Bart Jones believes the larger proposed facility is a fantasy. He said that Kensington was built out in 1969 when the original public safety building was built and the size of the police force hasn't changed. Jones said no one has explained why Kensington needs an 11,000 s.f. facility, it is cramped onto the site and loses three parking spaces. Codes have been upgraded since 1969 but the building has been partially upgraded twice also. If KFPD digs into the hillside to fit a bigger building, it will be a dark and uncomfortable space to work in. Jones said a public safety building will not be built in the park as there would be a conflict of users. Kensington has a great recreational/educational program which is a great asset to the community. Jones said the cost would be about \$300,000 per year new cost to the Districts and community and the building could be brought up to code for about \$1 million. Dommer said this is the first time that KFPD has examined the building as a whole and he explained the two partial previous renovations. Cusenbery explained that a larger building is needed due to larger apparatus (environmental requirements have changed since 1969), firefighter safety, the way evidence and crimes are treated and processed, these are a couple of examples of how program changes affect spatial change since 1969. Gail Feldman thanked the Fire Board for holding the meeting. Feldman asked for more detail on how the program changes amount to another 5,000 s.f. She also asked for an explanation on why the District needs three apparatus bays and why the seismic strengthening only option was rejected. She also asked for more detail on financing the project. Chief Maples explained that the community houses two response vehicles and the third bay is used for work area within the apparatus room. He further explained that El Cerrito's Station 72 has only two bays but one of them is a "drive through" bay so there is parking for three engines if necessary. He also noted that the drawings that are being shown are pre-design and the reason for the meeting is for public input. The architectural team designed a modern day, 2017 public safety facility. Cusenbery gave another example of expanded space and that is the community room that is not included in the current facility. Jason Kibbey thanked the staff of the fire and police departments for their professional service. He asked about the statement in *The Outlook* stating adjacent parcels could possibly be obtained for additional parking, specifically 220 Arlington across the street. Dommer said no, the District has not looked at that property. Dommer has talked to both the north and south properties adjacent to the building but there is no proposal to buy either. The District is trying to fit all of its functions on the current site. Cusenbery said that was a general statement from a design standpoint but no specific properties have been studied. Maples and Harmon clarified that residents have asked the District at previous meetings to acquire either the home to the north or south but that is not being pursued. Resident Chris B., a professional geologist, said that the station is within a state mandated earthquake fault zone map for the Hayward fault and there are secondary faults

that go through or near the site and typically you can't build or upgrade important buildings that are on active faults. He asked what studies had been done to ensure there is not an active secondary strand on the site because typically you are not allowed to mitigate for those. The past maps he has looked at don't show a secondary fault, just landslide activity which does not preclude secondary faulting. Cusenbery said after the first initial feasibility, which is currently being presented, it would be advisable to do a site specific seismic design where research would be done on primary and secondary faults assuming the project moves forward. If there are hurdles, the community would be in a catch-22. In the event of a major earthquake, when fire breaks out, the engine will not be able to get out of the building. Cusenbery said there are a number of technical structural strategies that could be explored all of which have various cost implications. Jim Watt said the estimated cost of the building is \$9.1 million for hard costs and \$12 million with soft costs added. The cost amortized over 20 years is astronomical. KPPCSD would probably have to go out to the voters in order to afford their share of the project. The project makes no sense and is an exercise in futility. Watt said he has heard nothing about completing the seismic strengthening only as a cheaper means of getting where we need to be. That is a cost a comparison of \$12 million vs. about \$1 million. The current building has ADA accessibility in the lower level. The building has functioned fine so far so there is no need to upgrade to preferred standards. The District recently spent \$400,000 to expand the apparatus bay and purchased a new engine (\$630,000). Watt said we are set up to accommodate our current needs and we should build upon what we have and not consider the existing project as described. Joanna Firmin embraces and endorses the functions of police and fire and her experience with both Kensington agencies has been extraordinary. She would like to see the residents "lean forward" to support the agencies and make them safe. There needs to be community discussion on making residents safe. Firmin is astounded at the proposed doubling of size for the project in a community that has remained the same size and is built out. There needs to be balance and prioritization of community needs and we should not take on a \$12 million project without understanding what that means to the residents. Trisha Mendel said she agreed that this discussion needs to happen but not in a "charged" environment. Mendel noted that the fire engines may be much larger then in 1969 but many things have become much smaller and efficient so maybe smaller engines would be affective on Kensington streets. Also, she would like more detail concerning the operational functions that are creating more space then has been explained so far. Mendel asked about contracting for private response teams to come to Kensington in the event of a disaster. She suggested the Board spend money on a plan like that instead of the public safety building. Dommer agreed that the Board needs to do a better job of explaining why a larger space is needed. The programming for a modern public safety building is pretty standard and if the District spends \$1 million on the seismic the operational functions are still substandard. Visitors and non-police personnel currently have access to the police area which is prohibited by law. The building is not ADA accessible. Cusenbery explained the ripple effect of mandated accessibility standards and circulation in the building that has significant impacts on the size of the building. Cusenbery pointed to a project he had just completed in Porterville and noted it was the same size for both police and fire and that they are trends that are tracking for a reason. Maples responded that master mutual aid is in place in California. A local EOC would report to the County EOC which reports to the State EOC and the Office of Emergency Services would then send resources to the community in the event of a major disaster. When a large disaster hits, there will be draw down of resources in that immediate area but resources will then come from other regions. Rick Artis has recently read 50 years worth of *The Outlook* and says the community was divided about building a fire station but came together over a public safety building back in the 1960s. Artis said today is a start but thinks it is a start too late in the process. Many of the questions are about the assumptions when the discussion should have started with what the design assumptions are. There should be a discussion on the assumptions of purpose and what the building is being planned for and to survive. The community should be taken through process of what the previous seismic renovations entailed and what did it get. The community should also have input on the funding assumptions. Artis thinks the Board needs to take a big step back and get more community input. Catherine deNeergard said she remembers when the current public safety building was a vacant lot. She asked how the neighbors feel about the larger proposed building, particularly the neighbors behind the building (on Amherst) whose view may be obstructed. The other human cost is possibly higher taxes to the residents. She asked for more reasonable costs. She suggested larger engines or fulfilling more building expectation could happen at Station 72 in El Cerrito where there is more room. If Kensington really needs a larger public safety building, then the District should take back the Exxon gas station site by eminent domain. Cusenbery responded that the current proposal does not obstruct the current views; however, this is all preplanning and before the design proceeds many studies would be done to ensure views aren't obstructed. Resident Wayne D. asked how much the District has thought about electric vehicles for the future and solar panels. We need to be thinking of the future as well as today's standards. Maples said technology is not to the point where the industry is seeing any battery-powered or hybrid response vehicles. Lots of the rescue tools that used to be combustion engine, etc. are now battery powered. A few years ago the District did look into putting solar at the station but the roof footprint was not big enough to sustain it. Any future building that the District pursues will be built to the highest possible green standards. Karl Kruger gave his perspective on how we got where we are. He is

not convinced that the District could have bought a smaller fire engine to fit into Station 65. He thinks the District got caught up in replacing the building, couldn't build at the park, couldn't obtain an adjacent parcel and now is stuck with trying to fit the building on the current site. He thinks that we should upgrade the building instead of replace. Allen Code said the data used on the District's study is over 20 years old and recent data shows fault traces going directly through the site of the public safety building. According to California regulations, the District cannot build on a site with fault traces, they could only renovate. Code says he moved behind the public safety building in 1998 and often could not breathe because of the generator. He had to complain to the BAAQMD. He is opposed to any sort of expansion that affects his ability to live in his house. Code says he has maps showing the fault lines which he held up and read the applicable California regulations. Code accused the Board of being unresponsive to the generator problem. Cusenbery reiterated the sequence of the process of the project and step one was to complete a feasibility study which has now been complete. The public meeting in regard to that is now being held and this is not a design proposal. The very next step would be to determine whether the project is seismically possible by geological survey. Cusenbery also added that code has changed dramatically regarding generators and building a state-of-the-art building would bring all those type of items up to current standards. Garren Corbett thanked the Board for holding the meeting and noted this was not an easy project. He is concerned about the cost and sweeping "state-of-the-art" and "public benefit" statements. New is nicer and more accessible but comes with cascading costs. Building costs are currently the most expensive in a 20-year cycle. He suggested completing the \$1 million rehab and saving up funds for the next 15 years for a replacement. Corbett suggested to take a step back and consider where the project fits in with community public safety and emergency disaster recovery and to engage the community. Cusenbery acknowledged that much of the benefit is in the details and this was only a summary presentation. Steven Simrin acknowledged that maneuvering the fire engines into the current facility is challenging. He asked if the proposed building apparatus bay is 75% larger than current and if the artist's rendering of the front staircase was not excessively larger than necessary? Simrin, a neighbor, is sensitive to the parking issue and feels that putting three more cars on the street is very significant. Cusenbery responded regarding the lobby/staircase and also gave an explanation on the various items included in the proposed apparatus bay and the current tight conditions. Chief Maples added that he is concerned about several issues regarding the project but he is extremely concerned about cars being pushed out into the neighborhood and firefighters parking for 48 hours in front of neighboring houses. Rob Firmin said he is working on long-term financial strategies for KPPCSD and he agreed with everything Garren Corbett said. He appreciated the Fire District's work but thinks more community input should be considered over a longer period of time and a smaller building will be conceived. He said there are other spaces in Kensington that the police could rent and they don't have to be in this building. That way the building could be smaller and cost much less. What other resources does the community have in the case of a major emergency? Perhaps the community should upgrade the professionalism of its search and response teams. Firmin has taken CERT training and believes coordination could be increased and more supplies could be provided. Byron Kawaichi, south neighbor of the building, pointed out there is a human cost to the project which is being proposed at nearly twice the size. For him, the building will be closer, there will be less sunlight, more pollution and asbestos will be unearthed. Kawaichi said the relationship between police and fire and whether the police will be in the building is still unknown so how can the project proceed? Dommer said the District has been communicating with the KPPCSD President. He agreed the next phase cannot move forward without commitment from KPPCSD. The police have been in the building all along. Linda Lipscomb said there is a 1997 memorandum from the El Cerrito Fire Department regarding expanding the envelope of the building and how that would make the building closer than 50 feet to a fault. Lipscomb thinks the geological study should have been done before the needs assessment and it is fundamental to have the project goes forward. Linnea Due asked that if the police were not included would the building still be the same size? Cusenbery pointed to the blue shaded areas that would not need to be accommodated if the police were not in the building. A resident asked how can a public safety building be built on an earthquake fault and then personnel won't be able to come help the residents? Cusenbery pointed out that the entire community is on a fault and help needs to be close by. Again, a seismic study would be the next step. Sascha Kawaichi asked if the park site could be revisited – there is space, it's centrally located on Arlington, and there is parking. She understands construction would last about 18 months which would impede Arlington Avenue, the main thoroughfare at the current site. Dommer agreed there is lots of advantage to the park site and personnel would not be displaced during construction. He said it was difficult to gage if the entire community was opposed to the site or just the very sharp criticisms that were received preliminarily so the District backed-off. Cusenbery said from an architectural standpoint the park site has lots of benefits but the community didn't seem to be open to the idea. Kawaichi pointed out that should be a community decision, not just that of a few people. Director Harmon said one of the next steps is on-going discussions with KPPCSD—the park is their land. Len Welsh thanked the Board for the work that has been done so far. Welsh thinks there needs to be a focused discussion on the pros and cons of just seismically renovating the existing building. Maybe it can be done, maybe not but people aren't going to embrace the more expensive project without that discussion. Kensington is one community though there are two separate

districts. He is glad the two districts are working together on the building and is concerned about the community center too.

The Board unanimously voted to extend the meeting past 12:00 noon.

A resident commented that if the building was smaller and thereby cost less, additional funds could be allocated for more community emergency training. Also, if the building was smaller can seismic isolation of the building take place? Cusenbery said he could not answer that specifically. Base isolation gives better response to seismic activity but is also very expensive. Cusenbery briefly described base isolation. Gail Feldman said KFPD needs to build into their schedule KPPCSD's community input on contracting for police services or not before KPPCSD can make a commitment to the public safety building. She understands there are more funds allocated in KFPD's budget for studies, etc. Dommer said no further action has been taken by the Board and won't be during July or August but probably in September. Maples said there is no rush for the project and, again, this is a pre-design phase. Cusenbery thanked everyone for their input and acknowledged that there is public concern that the project is getting out ahead of community input but he believes this is the right time to take input. A resident asked if the Board had the legal authority to commit the District and thereby the community to a long term loan without a ballot measure? Dommer responded that he believes the Board does have the authority but they will be cautious with that authority. Dommer said the District has contacted some banks and some were interested, some were not. The District hasn't gotten very far with the financing question because we still don't know if KPPCSD is involved or not and construction costs are continuing to escalate. Maples gave numerous examples of fire stations in Contra Costa County and their current building s.f. costs that ranged from \$1,100 s.f. to \$1,354 s.f. Paul Haxo is concerned that the politics between the two Kensington Boards. If KFPD gets its own loan and then KPPCSD has to finance their portion, KPPCSD cannot afford it out of its current revenue. KPPCSD would probably need to go to the voters and if it is defeated, then they are stuck. Haxo suggested a community-wide bond measure which would demonstrate whether or not the project is wanted by the community and there wouldn't be politics between the two Boards.

President Don Dommer thanked everyone for their input and invited everyone to attend the monthly Fire District Board meetings.

ADJOURNMENT: The meeting was adjourned at 12:15 p.m.

MINUTES PREPARED BY: Brenda J. Navellier

These minutes were approved at the regular Board meeting of the Kensington Fire Protection District on September 6, 2017.

Attest:

Larry Nagel, Board Secretary

**MINUTES OF THE JULY 12, 2017 MEETING OF THE BOARD OF DIRECTORS
OF THE KENSINGTON FIRE PROTECTION DISTRICT**

PRESENT: **Directors:** Joe de Ville, Don Dommer, Nina Harmon and Larry Nagel
 Staff: Manager Brenda Navellier and Battalion Chief Laurence Carr
 Absent: Director Janice Kosel and Fire Chief Lance Maples

CALL TO ORDER:

President Don Dommer called the meeting to order at 7:00 p.m. and noted the Directors that were present. Director Kosel and Chief Maples were both excused.

APPROVAL OF CONSENT ITEMS:

President Dommer called for the approval of the consent calendar (items 3, 4 & 5), consisting of approval of the June 2017 incident activity report, approval of the May/June 2017 financial reports, and approval of the monthly transmittal #1. Director Nagel made a motion to approve the Consent Calendar items as submitted. Director deVille seconded the motion.

AYES: de Ville, Dommer, Harmon, Nagel
NOES: None
ABSENT: Kosel

ORAL COMMUNICATIONS:

None

FIRE CHIEF'S REPORT:

Battalion Chief Carr introduced himself. The department currently has an OES crew out at the Alamo Fire in San Luis Obispo. The 4-person crew has been gone for five days. Two structures have been destroyed in the 30,000 acre fire and 133 structures are threatened. Over 2,000 personnel are on the Alamo Fire. Carr said that the outlook for fire season for the coastal area east to Fairfield will not be as high as originally thought for the next two months and then it should be "normal" after that. The Sierras are way above normal danger for this fire season. Heavy rains equal extreme growth. There was a grass/brush/tree fire in Richmond today that was in a very difficult locale.

David Spath asked how OES prioritizes what department to send to a fire? Carr responded the department is in the OES system and part of a matrix. OES calls when they need us. The OES engine is a very basic engine and is only used for OES runs though the department may use it for other needs if necessary.

A Stevens Delk asked about an article in the Chronicle concerning the federal government not reimbursing for fires if volunteers are used? B/C Carr was not familiar with the subject. Carr added that the State convict crews for fighting fires are fewer and smaller. FPO Gagne added that volunteers are required to keep up with mandated training. Nagel said that 80% of firefighters in the U.S. are volunteers. Carr explained the "red card" system for firefighters and fighting fires on federal land.

PRESIDENT'S REPORT:

President Dommer appointed Directors Nagel and de Ville to work with Manager Navellier on a review/update to the District's Policy Manual.

Dommer said that the Board held a special meeting on 6/24/17 regarding the replacement/upgrade of the public safety building with nearly 100 people. It is still unknown how KPPCSD fits into the big picture. They need more time to figure that out. The District received questions from the Kensington Property Owners Association that was included in the packet. The District will be looking at hiring a financial advisor for the project. The District's last geotechnical report states there are no trace faults east of the earthquake fault which is west of the building. The District will look at getting a proposal for a new geotechnical report.

A Stevens Delk said there was a lot of concern about the picture of the building that was in The Outlook. Dommer explained that was not the design, just a massing or volume. Karl Kruger complimented the Board for the job they did at the 6/24/17 meeting. The Board allowed everyone to speak and gave them plenty of time. Kruger

does not think that the District is as far along as it thinks it is. They have not brought the community along with the project. KFPD can afford the project but KPPCSD can't and the community won't vote for it. Dommer said that after meeting with KPPCSD's President, they would like to be part of the project and both Districts will work on scaling the project back. Kruger reminded everyone that it's the public safety building, not just a fire station. Director Harmon thinks the project was brought out to the community fairly early in the process, many things have not been decided. The project is out in the community now. Bart Jones noted that three people spoke at the 6/24/17 meeting and claimed the District couldn't build on the current site because of a trace fault and this has now turned into an issue. The community center study shows a minor trace going under the building. A trace fault is not a game changer. Jones is against tearing down and replacing the building. Jones talked more in depth about the specific studies for the public safety building area and margin of error. The next step is a study. Jones said a paper study might suffice at \$5-8,000 but if it needs boring or trenching that is more like \$25-30,000. The parking lot would probably be closed for a week. The 1969 geotech report for the building did several borings and subsequent paper reports have relied on those borings. Gail Feldman thanked Dommer for referencing the questions she sent and she looks forward to receiving the answers. Feldman asked for an explanation on the next steps and how the \$750,000 budgeted will be spent. Dommer explained that the District is currently waiting for a fee proposal from a geotechnical firm and will be spending the next few months working on that and hiring a financial advisor. Ciara Wood stated that of the three geologists that worked on the community center, Jean Durham is still a Kensington resource for the District. Wood said she doesn't think the community understands the process that the District has gone through to get to the current status that there is no band-aid big enough to fix the building. Dommer agreed and said that the seismic can be fixed on the current building but the operational deficiencies cannot. Wood thinks the community had initial sticker shock. Dommer said there have been several cost estimates and construction costs per s.f. keep going up. Also the roof and mechanical are functionally obsolete. Catherine Mercurio suggested the Board answer the KPOA questions that they are able to at this time so that there is no perception of holding back information. Mercurio asked why didn't the District perform a geotech report prior to planning? Dommer said three were done in the past and nothing showed up in those that caused concern. The last report was done in 2009. Mercurio asked about engine replacement and planning for the future if engines were to get bigger. Dommer said the engines would not get wider though they have gotten taller and longer. We replace the engines every 15 years partially based on ISO ratings. The architect has been given direction for overage in the apparatus bay. David Spath asked if the District has considered downsizing the project considering the cost estimate and also if the District has looked at a different method of financing besides a loan. Dommer replied yes to both. Steve Simrin said that a member of the audience at the June 24th meeting said there were places for the police department to rent in Kensington. Why do police and fire need to be together? While he assumes there is some cost sharing, the building would be smaller and cost less if it was fire only. Dommer said it would be bad politics not to try to share the building. The staff of both agencies get along fine. He does not know of any other place in town for KPPCSD to go.

NEW BUSINESS:

Public Hearing: Fire Hazard Abatement Hearing on the Designation of Properties Containing Fire Hazards: President Dommer opened the public hearing. Fire Prevention Officer Joe Gagne introduced himself and reported that 55 notices were sent out this year compared to the 69 that were sent out last year. The noncompliant list is now down to nine properties as of this afternoon. Navellier handed out an updated list to each Board member. Last year the District did have to abate one property. Gagne has been trying to make personal contact with all of the noncompliant properties and he believes all will be in compliance by the August 15th deadline. Gagne said the department started the process a little later this year which probably explains fewer notices. Catya de Neergard asked why the Board was passing Resolution 17-05 when state law allows them to enforce this fire hazard abatement. Dommer said the resolution is enacted every year and most bay area fire departments do likewise. Navellier pointed out that the District is declaring the nine specific properties. Gagne said it is educational, particularly for new residents in the area. Anthony Knight asked if the agenda item applies to weeds only or other vegetation? Gagne explained what he looks for during an inspection. Dommer closed the public hearing. Director Harmon made a motion to adopt Resolution 17-05 as submitted. Director Nagel seconded the motion.

AYES:	de Ville, Dommer, Harmon, Nagel
NOES:	None
ABSENT:	Kosel

Lease Agreement between KFPD and KPPCSD for use of Public Safety Building effective July 1, 2017 through December 31, 2018: Dommer said the proposed lease has already been approved by the KPPCSD Board unanimously. Catya de Neergard said she wrote an email today stating she thinks this is a bad idea. It is taking

money away from a District that is on the verge of being in the red and needs to pay for their new general manager's salary and retrofitting the community center. De Neergard noted we were only charging \$1 and there is no mortgage on the building. Dommer said KPPCSD has been paying a lease amount all along. Dommer said the \$1 amount has only been for the last three years and the last KPPCSD regime dubbed this "rent" or as if KFPD is making money through the arrangement. He referred to the leak in the police area evidence room which included asbestos removal and mold remediation. KFPD has spent about \$2 million on the building in the last 20 years. De Neergard said she would like to see maintenance and improvements separated and also the amount should be based on KPPCSD's share of square footage. Nagel said KPPCSD takes up 1/3 of the building. De Ville said he was President during the time that KFPD was approached to charge \$1 rent. The idea was that KPPCSD would get their finances in order during the three-year \$1 a year term and then would be able to go back to paying their fair share. It was intended to be a temporary agreement. KPPCSD was previously paying about \$30,000/year. Karl Kruger said the building belongs to the community. Charging for maintenance makes sense but making improvements to the building such as the apparatus bay does not affect the police department. The financial statements show only \$14,400 in maintenance was spent last year. KFPD made a decision three years ago and it can't go back now. Rob Firmin supports the activities of both the police and fire districts equally. Firmin noted that the Fire District's current revenue appears adequate for its functions and \$35,000 is a drop in the bucket for KFPD; however, it is a substantial amount for KPPCSD. Just because KPPCSD voted for the lease is not an acceptable reason to demand or accept it. Kensington should be viewed as a single tax-paying entity and KPPCSD needs the funds to make the community center safe. KPPCSD is facing financial difficulties in the coming years. It will create higher taxes on the backs of residents. The two districts should not be consolidated but a strategic model should be created for the two agencies. The lease will cause the police district to have to raise taxes if they pursue the necessity of revitalizing the community center. Firmin said he would be happy to show KFPD the model he has created for KPPCSD. He asked that KFPD hold off on accepting the lease agreement and work with KPPCSD on creating a strategic model. Nagel asked if both agencies have comparable budgets why is it a "drop in the bucket" for KFPD but not for KPPCSD? Someone noted that the lease amount is 1% of KPPCSD's budget. A Stevens Delk thanked KFPD for giving KPPCSD a \$1 a year break for the last three years so that they could buy a car for the police chief who only stayed two years. Dommer said improving relationships between the Boards would solve all sorts of things and he is hopeful that will happen with the current Boards. Firmin again suggested Kensington joint modeling going out 5 or 10 years. This would demonstrate how policy votes affect finances. People don't just need to talk but they need to grind out numbers and analyze policy. Nagel pointed out that Kensington is not a municipality. KFPD is a special district in unincorporated Contra Costa County and there are several others in the area. KFPD was set up for a specific reason. Funds are not supposed to flow from one agency to another. Nagel was concerned about the \$1 rent and a gift of public funds. KFPD and KPPCSD cannot spend their funds on anything other than their mandated services. Nagel believes KFPD has basically given KPPCSD \$35,000 a year for the last three years. Catherine Mercurio said she had read that the \$35,000 was based on market rate. The Board answered that was not correct. Mercurio thinks better communication needs to be achieved through accuracy. There is a very big different between market rate and needing KPPCSD share in the cost of maintenance of the building. How the lease amount was arrived at and how it is communicated is very important. If there is appropriate communication from the Boards, it will help with people making assumptions and then stating information as though it is fact. There would be a lot more community buy-in with better communication. Harmon gave a historical recap of the lease agreement. Mercurio reiterated her comments and said exact costs should be used and police and fire expenses on the building should be separated. Gail Feldman said she is opposed to the \$35,000 lease. Costs should be allocated to each district. KPPCSD is in a deficit this year and KFPD has over \$800,000 it is not spending on operating costs. One district has excess revenue and another district does not have enough money which is ultimately going to lead them into a hole and they'll have to go to the tax payers. The community center is going to fail in a major earthquake. KPPCSD didn't have any other options but to accept the lease at \$35,000. Feldman suggested holding off on the public safety building until financing is figured out for both agencies. Director Harmon said no one was going to ask the police department to leave the building. Harmon pointed out that KFPD and KPPCSD are two separate government agencies with two very distinct areas of authority and responsibility. The two agencies are working together. Harmon thinks it would be a gift of public funds if we did not have on-going maintenance money coming in from KPPCSD. She agreed KFPD could do a better job articulating those numbers but for now there is an agreement and one Board has already voted for that agreement. While she is a member of the community, her obligation on the Board is to protect fire operation funds. Someone asked about merging the two districts and their funds together. Harmon responded that is the underlying message on some of the arguments. Catya de Neergard asked that the Board postpone the vote and bring back exact numbers. Dommer said the numbers are good and it is based on an average. Someone reported that they listened to KPPCSD's June meeting tape and Director Sherris-Watt conducted a market rate study causing her to offer KFPD \$28,000 to which KFPD supposedly countered with \$60,000. That is why there is an impression that the numbers were pulled out of thin air. Neither District should

profit off the other. Anthony Knight finds it distasteful that KPPCSD had to do a market rate study. Further discussion followed on a temporary extension. Director Dommer decided to table the item to a future meeting.

BOARD REPORTS:

CSDA: The next County meeting will be held next Monday on 7/17/17.

DFSC: The next meeting will be held on Thursday, 7/20/17.

ADJOURNMENT: The meeting was adjourned at 8:51 p.m.

MINUTES PREPARED BY: Brenda J. Navellier

These minutes were approved at the regular Board meeting of the Kensington Fire Protection District on September 6, 2017.

Attest:

Larry Nagel, Board Secretary



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August 1, 2017

TO: Kensington Fire Protection District Board Members

FROM: Michael Pigoni: Battalion Chief

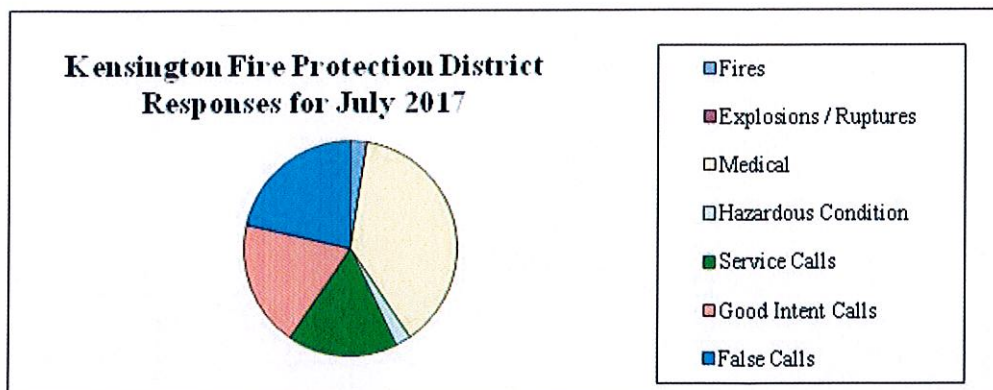
RE: Incident Activity Reports for the Month of July 2017

There were 42 incidents that occurred during the month of July in the community of Kensington. Please see the attached "Incident Log" for the dates, times, locations and incident type for these calls. Summary breakdowns of these calls are shown in the charts at the bottom of this page.

During this month, Engine 65 responded to a total of 64 calls in all districts. One potentially serious call was a vegetation fire in the dry grass near the tennis courts at the Community Center. Engine 365 was able to quickly access the fire and prevented it from spreading to the nearby trees and homes and later discovered it had been caused by careless use of fireworks. The increase in the call volume is attributed in part to the hot weather and the numerous reported fires in the Wildcat Canyon area as well as the rest of the West County area. Even with these additional calls, there were no significant incidents in the community resulting in any property loss.

The chart below is broken down into NFIRS incident types. The following is a list of the response types, the number of responses for each type and the percentage of the total calls for each type.

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
Fires	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	1	2.38%
Explosions / Ruptures	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
Medical	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	16	38.10%
Hazardous Condition	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	1	2.38%
Service Calls	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	7	16.67%
Good Intent Calls	<i>(Cancelled En Route, Wrong Location)</i>	8	19.05%
False Calls	<i>(Wrong Company/Unit Dispatched)</i>	9	21.43%
Totals		42	100.00%



Kensington Fire Protection District Response Log for July 2017

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	0007001864	01-Jul-17 12:29:41	59 Arlington AVE	Kensington	E365	142
2	0007001878	02-Jul-17 13:31:09	69 Stratford RD	Kensington	E365	700
3	0007001888	03-Jul-17 10:05:27	22 Avon RD	Kensington	E165	740
4	0007001890	03-Jul-17 10:52:28	421 Ocean View AVE	Kensington	E165	746
5	0007001894	03-Jul-17 15:11:31	266 Willamette AVE	Kensington	E172	5000
6	0007001905	04-Jul-17 10:34:59	4 Franciscan WAY	Kensington	E365	611X
7	0017001936	06-Jul-17 19:50:14	265 Grizzly Peak BLVD	Kensington	E365	321
8	0017001937	06-Jul-17 20:28:17	232 Lake DR	Kensington	E365	611F
9	0017001954	07-Jul-17 20:45:29	256 Grizzly Peak BLVD	Kensington	E165	321
10	0017001957	08-Jul-17 11:19:02	419 Coventry RD	Kensington	E365	531
11	0007001978	10-Jul-17 05:30:34	711 Coventry RD	Kensington	E165	321
12	0007001984	10-Jul-17 13:12:07	244 Colgate AVE	Kensington	E165	321
13	0007001989	10-Jul-17 15:08:18	240 Kenyon AVE	Kensington	E165	611
14	0007001990	10-Jul-17 17:18:09	Sunset DR	Kensington	E165	400
15	0007001996	11-Jul-17 14:15:05	22 Avon RD	Kensington	E165	611X
16	0007002015	12-Jul-17 16:41:17	4 Estates RD	Kensington	E165	651
17	0007002022	13-Jul-17 10:37:21	265 Grizzly Peak BLVD	Kensington	E165	611M
18	0007002023	13-Jul-17 11:17:38	1523 Valley RD	Kensington	E165	553
19	0017002043	14-Jul-17 23:11:02	22 Avon RD	Kensington	E165	700
20	0007002048	15-Jul-17 08:07:54	606 Canon DR	Kensington	E165	321
21	0007002061	16-Jul-17 10:56:46	52 Arlington AVE	Kensington	E365	321
22	0007002063	16-Jul-17 12:53:20	256 Trinity AVE	Kensington	E365	700
23	0007002066	16-Jul-17 16:50:31	410 Berkeley Park BLVD	Kensington	E365	321
24	0007002107	19-Jul-17 22:57:32	410 Berkeley Park BLVD	Kensington	E165	554
25	0007002119	21-Jul-17 02:08:55	43 Anson WAY	Kensington	E165	321
26	0007002137	22-Jul-17 23:31:22	30 Kenilworth DR	Kensington	E165	736
27	0007002141	23-Jul-17 15:56:00	32A Sunset DR	Kensington	E165	311
28	0007002147	24-Jul-17 09:25:15	265 Grizzly Peak BLVD	Kensington	E172	321
29	0007002151	24-Jul-17 20:13:08	8 Kerr AVE	Kensington	E165	321
30	0007002156	25-Jul-17 06:46:01	377 Colusa AVE	Kensington	E165	321

31	0017002180	26-Jul-17 19:47:27	2 Highland BLVD	Kensington	E165	651
32	0017002181	26-Jul-17 20:23:21	42 Highgate RD	Kensington	E165	744
33	0007002188	27-Jul-17 11:23:12	265 Grizzly Peak BLVD	Kensington	E172	311
34	0007002196	28-Jul-17 11:18:40	Arlington AVE	Kensington	E172	611M
35	0007002204	29-Jul-17 07:04:17	257 Purdue AVE	Kensington	E165	740
36	0007002205	29-Jul-17 08:23:49	61 Arlington AVE	Kensington	E165	520
37	0007002209	29-Jul-17 20:09:15	105 Kensington RD	Kensington	E165	321
38	0007002213	30-Jul-17 00:20:13	411 Coventry RD	Kensington	E165	520
39	0007002221	30-Jul-17 10:40:29	267 Lake DR	Kensington	E165	321
40	0017002232	31-Jul-17 13:23:24	28 Highgate CT	Kensington	E165	321
41	0017002234	31-Jul-17 14:34:34	256 Trinity AVE	Kensington	E165	740
42	0007074275	01-Aug-17 04:54:28	141 Saint Albans RD	Kensington	E165	553

* See Attached Table for Incident Type Explanations

Type Series	Description
100	(Structure, Trash, Vehicle, Vegetation Fire)
200	(Over Pressure/Ruptures Explosions, Bombs)
300	(EMS, Vehicle Accidents, Extrication, Rescue)
400	(Chemical Spills, Leaks, Down power Lines)
500	(Distress, Water/ Smoke/Odor Problems, Public Assists)
600	(Cancelled En Route, Wrong Location)
700	(Wrong Company/Unit Dispatched)

Kensington Fire Protection District Engine 65 Response Log for July 2017

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	0007001864	01-Jul-17 12:28:39	59 Arlington AVE	Kensington	E365	142
2	0007001870	01-Jul-17 16:52:15	7836 Eureka AVE	El Cerrito	E365	321
3	0007001878	02-Jul-17 13:31:09	69 Stratford RD	Kensington	E365	700
4	0007001888	03-Jul-17 10:05:27	22 Avon RD	Kensington	E165	740
5	0007001890	03-Jul-17 10:52:28	421 Ocean View AVE	Kensington	E165	746
6	0007064638	04-Jul-17 00:11:04	Grizzly Peak BLVD	Orinda	E365	611F
7	0007001905	04-Jul-17 10:34:59	4 Franciscan WAY	Kensington	E365	611X
8	0007065073	05-Jul-17 07:43:25	Grizzly Peak BLVD	Berkeley	E365	611F
9	0017001936	06-Jul-17 19:48:37	265 Grizzly Peak BLVD	Kensington	E365	321
10	0017001937	06-Jul-17 20:28:17	232 Lake DR	Kensington	E365	611F
11	0017001938	06-Jul-17 20:38:44	7720 Eureka AVE	El Cerrito	E365	553
12	0017001954	07-Jul-17 20:45:29	256 Grizzly Peak BLVD	Kensington	E165	321
13	0017001957	08-Jul-17 11:19:00	419 Coventry RD	Kensington	E365	531
14	0017001961	08-Jul-17 15:55:54	8610 Don Carol	El Cerrito	E165	611M
15	0017066352	08-Jul-17 16:09:53	2850 Estates AVE	Pinole	E165	611
16	0007066698	09-Jul-17 17:00:00	466 Kentucky AVE	Berkeley	E165	140
17	0007001970	09-Jul-17 19:09:51	812 Contra Costa DR	El Cerrito	E165	321
18	0007001978	10-Jul-17 05:30:34	711 Coventry RD	Kensington	E165	321
19	0007001981	10-Jul-17 10:16:58	10690 San Pablo AVE	El Cerrito	E165	321
20	0007001984	10-Jul-17 13:12:07	244 Colgate AVE	Kensington	E165	321
21	0007001989	10-Jul-17 15:08:18	240 Kenyon AVE	Kensington	E165	321
22	0007001990	10-Jul-17 17:18:09	Sunset DR	Kensington	E165	611
23	0007001996	11-Jul-17 14:15:05	22 Avon RD	Kensington	E165	400
24	0000767367	11-Jul-17 14:22:46	2731 BARNARD ST	Kensington	E165	611X
25	0007002011	12-Jul-17 10:19:15	781 Balra DR	Richmond	E365	142
26	0007002012	12-Jul-17 10:28:57	532 Bonnie DR	El Cerrito	E165	740
27	0007002015	12-Jul-17 16:41:17	4 Estates RD	El Cerrito	E165	740
28	0007067906	13-Jul-17 02:19:02	0-0 Wildcat Canyon RD	Kensington	E165	651
29	0007002021	13-Jul-17 09:36:11	224 Carmel AVE	**UNDEFINED	E365	611F
30	0007002022	13-Jul-17 10:36:27	265 Grizzly Peak BLVD	El Cerrito	E165	311
				Kensington	E165	611M

31	0007002023	13-Jul-17 11:14:41	1523 Valley RD	Kensington	E165	553
32	0017002043	14-Jul-17 23:10:32	22 Avon RD	Kensington	E165	700
33	0007002048	15-Jul-17 08:06:07	606 Canon DR	Kensington	E165	321
34	0007002061	16-Jul-17 10:56:00	52 Arlington AVE	Kensington	E365	321
35	0007002063	16-Jul-17 12:53:20	256 Trinity AVE	Kensington	E365	700
36	0007002066	16-Jul-17 16:49:34	410 Berkeley Park BLVD	Kensington	E365	321
37	0007002090	18-Jul-17 11:05:36	521 Village DR	El Cerrito	E165	553
38	0007070144	19-Jul-17 11:26:06	0-0 Lake Anza RD	Berkeley	E165	321
39	0007002107	19-Jul-17 22:56:51	410 Berkeley Park BLVD	Kensington	E165	554
40	0007002109	20-Jul-17 06:07:08	215 Colusa AVE	El Cerrito	E165	554
41	0007002118	20-Jul-17 20:59:17	204 Ramona AVE	El Cerrito	E165	700
42	0007002119	21-Jul-17 02:08:55	43 Anson WAY	Kensington	E165	321
43	0007002123	21-Jul-17 14:21:11	6699 Fairmount AVE	El Cerrito	E165	381
44	0007002126	21-Jul-17 22:43:23	150 San Carlos AVE	El Cerrito	E165	321
45	0007002129	22-Jul-17 10:22:07	11555 San Pablo AVE	El Cerrito	E165	381
46	0007071162	22-Jul-17 12:03:24	10 Golf Course DR	Berkeley	E165	400
47	0007002137	22-Jul-17 23:31:22	30 Kenilworth DR	Kensington	E165	736
48	0007002141	23-Jul-17 15:52:01	32A Sunset DR	Kensington	E165	311
49	0007002151	24-Jul-17 20:11:22	8 Kerr AVE	Kensington	E165	321
50	0007002156	25-Jul-17 06:43:51	377 Colusa AVE	Kensington	E165	321
51	0017002170	26-Jul-17 03:28:00	7837 BURNS CT	El Cerrito	E165	381
52	0007072367	26-Jul-17 11:10:16	Grizzly Peak BLVD	Orinda	E165	611F
53	0017002175	26-Jul-17 11:35:26	6324 Fairmount AVE	El Cerrito	E165	321
54	0017002180	26-Jul-17 19:47:27	2 Highland BLVD	Kensington	E165	651
55	0017002181	26-Jul-17 20:23:21	42 Highgate RD	Kensington	E165	744
56	0007002204	29-Jul-17 07:04:17	257 Purdue AVE	Kensington	E165	740
57	0007002205	29-Jul-17 08:22:29	61 Arlington AVE	Kensington	E165	520
58	0007002209	29-Jul-17 20:06:24	105 Kensington RD	Kensington	E165	321
59	0007002213	30-Jul-17 00:19:30	411 Coventry RD	Kensington	E165	520
60	0007002221	30-Jul-17 10:39:49	267 Lake DR	Kensington	E165	321
61	0017002232	31-Jul-17 13:23:24	28 Highgate CT	Kensington	E165	321
62	0017002234	31-Jul-17 14:33:36	256 Trinity AVE	Kensington	E165	321
63	0007074143	31-Jul-17 17:31:13	Sr 24 E	Kensington	E165	740
64	0007074275	01-Aug-17 04:53:51	141 Saint Albans RD	Orinda	E365	611F
				Kensington	E165	553

* See Attached Table for Incident Type Explanations

Type Series

Description

- 100 (Structure, Trash, Vehicle, Vegetation Fire)
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- 600 (Cancelled En Route, Wrong Location)
- 700 (Wrong Company/Unit Dispatched)

September 1, 2017

To: KFPD Board Members

AGENDA ITEM 7

Fr: Brenda Navellier
Manager

Re: Monthly Financial Reports

The following financial reports are for an approximate six-week period, July 1 through August 11, 2017, reflecting the County's Period 1 reports.

A Balance Sheet and Revenue & Expense Previous Year Comparison have been provided. The Budget vs. Actual report has not been provided since the Board will be adopting the FY 17-18 budget at the September 6, 2017 meeting.

Kensington Fire Protection District
Balance Sheet
As of August 11, 2017

Accrual Basis

	Aug 11, 17
ASSETS	
Current Assets	
Checking/Savings	
Petty Cash	200.00
KFPD Revolving Acct - Gen Fund	8,375.18
General Fund	384,622.12
Special Tax Fund	100,868.33
Capital Fund	6,928.77
Total Checking/Savings	500,994.40
Accounts Receivable	
Due from County for Reimb.	17,983.35
Interest Receivable	607.64
Advance on Taxes	3,493,127.87
Advance on Supplemental Taxes	44,927.57
Total Accounts Receivable	3,556,646.43
Other Current Assets	
Prepaid Services - EC	-235,575.60
Prepaid CERBT - Retiree Trust	971,013.05
Investments	
Capital Replacement Funds	2,418,425.00
Fire Protect. Contract Reserves	2,552,869.07
Investments - Other	274,843.97
Total Investments	5,246,138.04
Total Other Current Assets	5,981,575.49
Total Current Assets	10,039,216.32
Fixed Assets	
Land	5,800.00
Equipment	1,418,099.35
Accumulated Depreciation-Equip	-553,715.15
Building and Improvements	2,391,581.26
Accumulated Depreciation - Bldg	-858,754.00
Current Capital Outlay	
Firefighters Qtrs/Equip	12,741.99
Total Current Capital Outlay	12,741.99
Total Fixed Assets	2,415,753.45
TOTAL ASSETS	12,454,969.77
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Due to Revolving Acct - Gen Fnd	17,983.35
Due to Other - Issued by CCC	11,123.12
Total Accounts Payable	29,106.47
Other Current Liabilities	
El Cerrito Service Contract Pay	-235,575.67
Wages & PR Taxes Payable	1,638.36
Total Other Current Liabilities	-233,937.31
Total Current Liabilities	-204,830.84
Total Liabilities	-204,830.84
Equity	
Fund Equity - General	3,325,448.26
Fund Equity - Capital Projects	548,373.00

Kensington Fire Protection District
Balance Sheet
As of August 11, 2017

Accrual Basis

	Aug 11, 17
Fund Equity - Special Revenue	17,789.00
Fund Equity - Gen Fixed Asset	1,321,009.00
Fund Equity	4,223,202.79
Net Income	3,223,978.56
Total Equity	12,659,800.61
TOTAL LIABILITIES & EQUITY	12,454,969.77

**Kensington Fire Protection District
Revenue & Expense Prev Year Comparison**

Accrual Basis

July 1 through August 11, 2017

	Jul 1 - Aug 11, 17	Jul 1 - Aug 11, 16	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Taxes	3,493,127.87	3,272,210.23	220,917.64	6.8%
Interest Income	4,045.14	911.46	3,133.68	343.8%
Salary Reimbursement Agreement	0.00	8,844.00	-8,844.00	-100.0%
Total Income	3,497,173.01	3,281,965.69	215,207.32	6.6%
Expense				
OUTSIDE PROFESSIONAL SERVICES				
LAFCO Fees	2,122.85	2,123.97	-1.12	-0.1%
El Cerrito Contract Fee	235,575.60	425,478.17	-189,902.57	-44.6%
Risk Management Insurance	13,268.00	1,309.00	11,959.00	913.6%
Total OUTSIDE PROFESSIONAL SERVI...	250,966.45	428,911.14	-177,944.69	-41.5%
RETIREE MEDICAL BENEFITS				
PERS Medical	0.00	6,141.66	-6,141.66	-100.0%
Delta Dental	0.00	961.94	-961.94	-100.0%
Vision Care	0.00	295.78	-295.78	-100.0%
Total RETIREE MEDICAL BENEFITS	0.00	7,399.38	-7,399.38	-100.0%
COMMUNITY SERVICE ACTIVITIES				
Public Education	146.25	45.00	101.25	225.0%
CERT Emerg Kits/Sheds/Prepared	0.00	4,177.51	-4,177.51	-100.0%
Total COMMUNITY SERVICE ACTIVITIES	146.25	4,222.51	-4,076.26	-96.5%
DISTRICT ACTIVITIES				
Firefighters' Expenses	0.00	164.53	-164.53	-100.0%
Professional Development	580.00	580.00	0.00	0.0%
Building Maintenance				
Needs Assess/Feasibility Study	4,845.00	15,380.68	-10,535.68	-68.5%
Janitorial Service	210.00	210.00	0.00	0.0%
Medical Waste Disposal	791.88	261.99	529.89	202.3%
Miscellaneous Maint.	798.22	3,936.51	-3,138.29	-79.7%
Total Building Maintenance	6,645.10	19,789.18	-13,144.08	-66.4%
Building Utilities/Service				
Gas and Electric	2,401.42	1,325.18	1,076.24	81.2%
Total Building Utilities/Service	2,401.42	1,325.18	1,076.24	81.2%
Memberships	650.00	650.00	0.00	0.0%
Office				
Office Expense	619.58	47.52	572.06	1,203.8%
Office Supplies	41.74	0.00	41.74	100.0%
Telephone	709.61	459.44	250.17	54.5%
Total Office	1,370.93	506.96	863.97	170.4%
Total DISTRICT ACTIVITIES	11,647.45	23,015.85	-11,368.40	-49.4%
Staff				
Wages	7,203.14	6,926.10	277.04	4.0%
Longevity Pay	1,000.00	1,000.00	0.00	0.0%
Overtime Wages	186.99	0.00	186.99	100.0%
Medical/dental ins compensation	682.50	650.00	32.50	5.0%
Retirement Contribution	547.44	526.38	21.06	4.0%
Payroll Taxes	694.05	656.08	37.97	5.8%
Payroll Processing	120.18	120.18	0.00	0.0%
Total Staff	10,434.30	9,878.74	555.56	5.6%
Total Expense	273,194.45	473,427.62	-200,233.17	-42.3%
Net Ordinary Income	3,223,978.56	2,808,538.07	415,440.49	14.8%
Other Income/Expense				
Other Income				
Transfers In - General	4,156.63	1,562.13	2,594.50	166.1%
Total Other Income	4,156.63	1,562.13	2,594.50	166.1%
Other Expense				
Transfers Out - Capital	4,156.63	1,562.13	2,594.50	166.1%
Total Other Expense	4,156.63	1,562.13	2,594.50	166.1%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	3,223,978.56	2,808,538.07	415,440.49	14.8%

TRANSMITTAL - APPROVAL

TO: Auditor Controller of Contra Costa County:

Forwarded herewith are the following invoices and claims for goods and services received which have been approved for payment:

KENSINGTON FPD										PY/CY:
TRANSMITTAL - APPROVAL										BATCH #:
Invoices										DATE:
										LOCATION #:
										FILENAME:
VEND	VENDOR NAME	INVOICE DATE	DESCRIPTION	FUND ORCT	SUB ACCT	TASK	OPC	ACTIVITY	ENCUMB (PO)	PAYMENT AMOUNT
50146	Delta Dental	09/01/17	BE002354609 Sep dental	7840	1061					1,008.86
50148	CalPERS	08/14/17	7072901257 Oct medical	7840	1061					10,629.10
50147	KFPD Revolving Fund	09/01/17	Reimburse revolving fund	7840	2490					10,821.11
50150	Vision Service Plan	08/21/17	001027770001 Sep vision	7840	1061					315.20
50151	City of El Cerrito	09/01/17	Sep fire protection	7840	2328					230,157.19
50180	Meyers Nave	08/10/17	2017070152 legal	7840	2490					418.50
TOTAL										253,349.96

Kensington FPD Approval

Date: 9/11/17
Audrey A. [Signature]

9/1/17

Attachment to Transmittal 090117

Kensington Fire Protection District Revolving Fund 01406

Detailed invoice for reimbursement to the Revolving Fund for payment of the following expenditures:

INVOICE		
DATE	DESCRIPTION	AMOUNT
7/10/2017	Terminix	123.00
8/4/2017	Pagepoint - website updates	45.00
8/4/2017	PG&E - electric	1,089.70
8/4/2017	PG&E - gas	88.15
8/17/2017	Payroll processing	63.10
8/17/2017	Payroll - 8/1-8/15/17	2,536.20
8/17/2017	Withholding payroll taxes 8/1-8/15/17	1,288.25
8/21/2017	Pagepoint - website updates	56.25
8/16/2017	Olivero - toilet repair	351.87
8/11/2017	Mechanics Bank - open house	251.18
9/1/2017	Stericycle - medical waste	394.68
9/1/2017	State Compensation - workers comp	646.19
9/1/2017	Payroll processing	63.10
9/1/2017	Payroll - 8/16-8/31/17	2,536.22
9/1/2017	Withholding payroll taxes 8/16-8/31/17	1,288.22
	Total	10,821.11

Please complete the enclosed deposit ticket and mail in the attached envelope to The Mechanics Bank.

CHIEF'S REPORT

**KENSINGTON FIRE PROTECTION DISTRICT
MEMORANDUM**

September 2017

TO: President and Board Members, Kensington Fire Protection District

FROM: Lance J. Maples, Fire Chief

SUBJECT: **Fire Chief's Report**

Pulse Point App now in-service

The El Cerrito-Kensington Fire Department is proud to announce that we are now on PulsePoint. PulsePoint is a mobile phone application that allows users to view and receive alerts on calls being responded to by fire departments and emergency medical services. The app's main feature, and where its name comes from, is that it sends alerts to users at the same time that dispatchers are sending the call to emergency crews. The goal is to increase the possibility that a victim in cardiac arrest will receive cardiopulmonary resuscitation (CPR) quickly. The app uses the current location of a user and will alert them if someone in their vicinity is in need of CPR. The app, interfaces with our dispatch center, Contra Costa Regional Communication center (CON Fire). The app will send notifications to users only if the victim is in a public place and only to users that are in the immediate vicinity of the emergency.

This app is available on both Apple and Android platforms.

Fire Season Responses

The El Cerrito-Kensington Fire Department has been very busy assisting our neighbors throughout the State. On July 9th, we responded with an engine company to the Alamo Fire in San Luis Obispo. This crew was assigned to this fire until July 13th. On July 18th, the Department sent an engine company to the Detwiler Fire in Mariposa County. They returned on July 25th. On both of these assignments, engine companies were assigned to structure protection and structure preparation. On July 19th, the Department also sent two paramedics to the Detwiler Fire to work as Fire Line Paramedics. They returned on July 27th. During this assignment, our paramedics completed a back country rescue of a Cal Fire Captain who was injured in a very remote area. Our paramedics hiked in to provide EMS treatment and set up for evacuation. On July 28th, the Department sent one paramedic to the Orleans Complex in Siskiyou County he returned on August 4th. On August 12th, the Department sent one paramedic to the Empire Fire in Mariposa County. On August 23rd, the Department sent another paramedic to the Salmon Complex in Siskiyou County. These paramedics are still currently assigned to these fires. I will continue to keep you posted as this fire season progresses. I am happy to report that our personnel suffered no injuries during any of these responses.

NEW BUSINESS

RESOLUTION 17-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT ADOPTING THE FINAL COMBINED BUDGET FOR REVENUE, OPERATING EXPENDITURES, AND CAPITAL IMPROVEMENT EXPENDITURES FOR FISCAL YEAR 2017-2018

WHEREAS, the Board of Directors of the Kensington Fire Protection District has developed and adopted by Resolution on June 14, 2017 a preliminary Combined Revenue, Operating Expense and Capital Improvement Budget for Fiscal Year 2017-2018; and

WHEREAS, the Board of Directors of the Kensington Fire Protection District has approved or otherwise established the amount budgeted for the annual fee for services from the City of El Cerrito for Fiscal Year 2017-2018; and

WHEREAS, the preliminary Combined Revenue, Operating Expense and Capital Improvement Budget adopted by the Board of Directors of the Kensington Fire Protection District under Resolution 17-04 is subject to final adoption by the Board of Directors; and

WHEREAS, in conformance with the laws of the State of California, the Kensington Fire Protection District did post a notice of a public meeting on the adoption of the Final Budget for Fiscal Year 2017-2018 at least 14 days prior to September 6, 2017; and

WHEREAS, the laws of the State of California require the Kensington Fire Protection District to adopt a final budget for the 2017-2018 fiscal year, a copy of which is attached to and made part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Kensington Fire Protection District hereby adopts the Combined Revenue, Operating Expense and Capital Improvement Budget of the Kensington Fire Protection District for Fiscal Year 2017-2018, a copy of which is attached to and made part of this resolution.

* * * * *

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District Board of Directors on the 6th day of September 2017 by the following vote of the Board:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:

Don Dommer, President

ATTEST:

Larry Nagel, Secretary

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET

Fiscal Year 2017-2018

	FY 2016-2017	FY 2016-2017	FY 2017-2018	FY 2018-2019
<u>REVENUE BUDGET</u>	<u>Budget</u>	<u>Est. Actual</u>	<u>Budget</u>	<u>Planning</u>
Property Taxes	3,570,295	3,715,003	3,863,605	3,940,875
Special Taxes	200,287	200,287	200,287	200,290
Other tax income	26,000	26,472	26,000	26,000
Interest income	20,000	46,278	40,000	30,000
Lease agreement	1	1	35,470	36,535
Salary reimb agreement	54,600	53,064	57,873	58,308
Miscellaneous income	0	1,388	0	0
Gain on Sale of Engine	0	30,000	0	0
Total Revenue	3,871,184	4,072,493	4,223,235	4,292,009
	FY 2016-2017	FY 2016-2017	FY 2017-2018	FY 2018-2019
<u>OPERATING EXPENSE BUDGET</u>	<u>Budget</u>	<u>Est. Actual</u>	<u>Budget</u>	<u>Planning</u>
OUTSIDE PROFESSIONAL SERVICES				
Accounting	5,000	3,952	5,250	5,500
Actuarial Valuation	0	0	3,600	0
Audit	13,000	13,000	16,000	15,000
CC County Expenses	33,350	31,796	32,500	33,000
EI Cerrito Contract	2,552,869	2,552,869	2,826,907	2,911,715
Fire Abatement Contract	8,000	265	8,000	8,000
Insurance - Risk Mgmt	12,110	12,943	14,000	15,000
LAFCO Fees	1,850	2,124	2,200	2,300
Legal Fees	30,000	29,482	40,000	35,000
Water System Improvements	20,000	0	20,000	20,000
Wildland Vegetation Mgmt	10,000	7,450	10,000	10,000
RETIREE MEDICAL BENEFITS*				
PERS Medical (OPEB cost)	36,850	36,850	0	0
Delta Dental	5,770	5,770	0	0
Vision Care	1,775	1,775	0	0
COMMUNITY SERVICE ACTIVITIES				
Public Education	13,000	6,511	10,000	10,000
Community Pharmaceutical Drop-Off	5,000	1,544	4,000	4,000
Vial of Life Program	200	0	200	0
CERT Kits/Sheds/Preparedness	30,000	20,532	17,500	15,000
Open Houses	750	336	1,200	750
Community Shredder	3,500	2,329	2,750	3,000
DFSC Matching Grants	8,000	8,000	8,000	8,000
Firesafe Planting Grants	3,000	0	3,000	3,000
Demonstration Garden	10,000	0	30,000	2,500
Community Sandbags	6,000	3,103	5,000	5,000
DISTRICT ACTIVITIES				
Professional Development	5,000	2,609	5,000	5,000
District Office				
Office expense	3,500	2,507	3,000	3,000
Office supplies	2,500	1,270	2,500	2,500
Telephone	8,000	6,786	8,000	8,000
Election	1,000	300	0	1,000
Firefighter's Apparel & PPE	27,000	26,501	1,500	1,000
Firefighters' Expenses	10,000	1,665	10,000	10,000
Staff Appreciation	4,000	1,136	2,000	2,200
Memberships	7,675	7,176	7,535	8,100
P/S Building				
Needs Assessment/Feasibility Study	150,000	195,472	20,000	0
Gardening service	2,000	1,460	2,000	2,000
Building alarm	2,000	1,379	2,000	2,000
Medical waste disposal	3,500	3,678	5,000	5,500
Janitorial	1,500	1,260	1,500	1,500

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET

Fiscal Year 2017-2018

Misc. Maint/Improvements	12,000	8,778	12,000	12,000
PG&E	7,500	6,775	7,500	8,000
Water/Sewer	1,900	1,808	2,040	2,140
Staff				
Wages	83,113	83,113	86,420	89,010
Longevity Pay	1,000	1,000	1,000	1,000
Overtime Wages	1,350	1,139	1,540	1,575
Vacation Wages Accrual Adjustment	766	-859	2,433	0
Medical/dental insurance compensation	8,190	8,190	8,190	8,250
Retirement Contribution	6,317	6,317	6,568	6,765
Payroll Taxes	7,493	7,442	7,789	7,995
Insurance - Workers Comp/Life	1,600	1,623	1,800	2,000
Processing	1,515	1,514	1,550	1,600
Operating Contingency Fund	<u>25,000</u>	<u>0</u>	<u>25,000</u>	<u>25,000</u>
Total Operating Expense	3,195,441	3,120,668	3,293,970	3,323,899
Capital Outlay				
Firefighter qtrs/equip	15,000	7,788	15,000	15,000
Office Furniture/Computers	5,000	0	5,000	5,000
Public Safety Building Construction	0	0	750,000	0
Total Capital Outlay	20,000	7,788	770,000	20,000
TOTAL EXPENDITURES	3,215,441	3,128,456	4,063,970	3,343,899

Notes: The standard expenditure increase is 5% unless otherwise indicated or unless policy decisions mandated.

* Due to new reporting rules under GASB 75 and the fact that our OPEB assets equal liabilities, the actuary stated preliminarily that we will have no OPEB expense beginning in FY 17/18.

Designated Funds (see attached schedules)

Engine Replacement Fund	117,874	117,874	117,874	117,874
Public Safety Building Fund	<u>1,089,786</u>	<u>1,089,786</u>	<u>180,000</u>	<u>0</u>
	<u>1,207,660</u>	<u>1,207,660</u>	<u>297,874</u>	<u>117,874</u>
	FY 2016-2017	FY 2016-2017	FY 2017-2018	FY 2018-2019
	<u>Budget</u>	<u>Est. Actual</u>	<u>Budget</u>	<u>Planning</u>
Beginning Cash	6,596,372	5,843,399	6,987,198	7,146,464
Revenue	3,871,184	4,072,493	4,223,235	4,292,009
Operating Expenditures	-3,195,441	-3,120,668	-3,293,970	-3,323,899
Capital Expenditures	-20,000	-7,788	-770,000	-20,000
Accrual to Cash Adjustment		199,762		
<u>ENDING CASH</u>	7,252,114	6,987,198	7,146,464	8,094,574
<i>Cumulative Designated Funds</i>				
Capital Replacement Funds	-2,418,425	-2,418,425	-2,716,299	-2,834,173
Prepaid CERBT - Retiree Trust	-1,004,837	-953,491	-953,491	-953,491
EI Cerrito Contract 12 month set aside	-2,552,869	-2,552,869	-2,826,907	-2,911,715
<u>AVAILABLE CASH</u>	1,275,983	1,062,413	649,767	1,395,195

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET
 Fiscal Year 2017-2018

SCHEDULE FOR REPLACEMENT OF EQUIPMENT

Type I Vehicle Cost	Estimated Cost 15 yrs/4%	Fiscal Year	Yearly Contribution To Cap. Fund	Accumulated Funds	Type III Vehicle Cost	Estimated Cost 15 yrs/4%	Fiscal Year	Yearly Contribution To Cap. Fund	Accumulated Funds
						\$540,094			
					\$94,000		02-03		
					\$205,895		03-04		
							04-05	32,860	32,860
							05-06	32,860	65,720
							06-07	32,855	98,575
							07-08	36,793	135,368
							08-09	36,793	172,161
					adjust to	\$592,100	09-10	41,994	214,155
							10-11	41,994	256,149
							11-12	41,994	298,143
							12-13	41,994	340,137
							13-14	41,994	382,131
							14-15	41,994	424,125
\$632,000	\$1,138,200	15-16					15-16	41,994	466,119
		16-17	75,880	75,880			16-17	41,994	508,113
		17-18	75,880	151,760			17-18	41,994	550,107
		18-19	75,880	227,640			18-19	<u>41,994</u>	592,101
		19-20	75,880	303,520				592,101	
		20-21	75,880	379,400					
		21-22	75,880	455,280					
		22-23	75,880	531,160					
		23-24	75,880	607,040					
		24-25	75,880	682,920					
		25-26	75,880	758,800					
		26-27	75,880	834,680					
		27-28	75,880	910,560					
		28-29	75,880	986,440					
		29-30	75,880	1,062,320					
		30-31	<u>75,880</u>	1,138,200					
			1,138,200						

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET
Fiscal Year 2017-2018

SAVINGS SCHEDULE FOR BUILDING IMPROVEMENTS/RENOVATION/REPLACEMENT

Adjusted for 4% <u>Inflation</u>	<u>Fiscal</u> <u>Year</u>	<u>Yearly</u> <u>Contribution</u>	<u>Accumulated</u> <u>Reserves</u>
	12-13	100,000	100,000
	13-14	104,000	204,000
	14-15	108,160	312,160
	15-16	432,486	744,646
	16-17	1,089,786	1,834,432
	17-18	180,000	2,014,432
	18-19	0	0

* Based on historical building expenditures, KFPD will be setting aside \$100,000 per fiscal year to accumulate funds to be available for future building improvements/major repairs.

In preparation for a major building remodel/replacement, any surplus funding from each year will also be contributed to the building replacement fund at this time, a new building is anticipated to be completed in FY18-19

July 31, 2017

Mr. Paul Beamer
mack⁵
1900 Powell Street, Suite 470
Emeryville, California 94608

Subject: Proposal for Geologic Hazard Evaluation and Geotechnical Study
Proposed Kensington Fire Station
217 Arlington Avenue
Kensington, California

Dear Mr. Beamer,

Rockridge Geotechnical, Inc. is pleased to present this proposal to perform a geologic hazard evaluation and geotechnical study for the proposed new fire station to be constructed at 217 Arlington Avenue in Kensington, California. Our proposal is based on project information received from you via electronic mail, which includes conceptual project plans and previous geotechnical investigation report and geologic hazard evaluations performed for the site by others in 1969, 1997 and 2009.

The subject property is located on the northeastern side of Arlington Drive, south of its intersection with Oberlin Avenue. The site is approximately square-shaped with plan dimensions of about 100 by 100 feet. The site is situated on a hillside that has been cut and filled to construct Arlington Avenue and building pads on the northeastern and southwestern sides of Arlington Avenue. Currently, the site is occupied by an existing fire station consisting of a fire house at the western portion of the site and a parking lot at the eastern portion (rear) of the site. A driveway that provides access to the rear parking lot is located at the southern portion of the site. There is also a retaining wall along the eastern property line.

We understand plans are to demolish the existing fire house and improvements and construct a new fire house at the site. The new fire house will occupy the entire site and will be two stories. The new fire house will be at-grade fronting Arlington Avenue and about 1-1/2 levels below grade along the eastern property line.

Mr. Paul Beamer
mack⁵
July 31, 2017
Page 2

SCOPE OF SERVICES

The objectives of our geologic hazard evaluation and geotechnical consultation are: (1) to evaluate whether there are active fault traces within the project site; (2) evaluate whether there are landslide or slope creep hazards that will impact the proposed new fire house; and (3) prepare geotechnical recommendations for the proposed new fire house. Details of our geologic hazard evaluation and geotechnical study are presented below.

Task 1: Fault Investigation

The site is located within the State of California designated Earthquake Fault Zone (EFZ) for the Hayward fault. The Alquist-Priolo Act requires that any site located within the State-designated EFZ that is planned for human occupancy be thoroughly investigated for active fault-related features. A fault study was performed by Woodward-Clyde & Associates (WCA) in 1969 for the existing fire house. Considering the age of the previous fault study and that the fault trenches excavated by WCA (1969) were not continuous across the site, we judge a supplemental fault study should be performed.

To evaluate the possible presence of fault traces at the site, we propose to excavate and log one exploratory trench to shadow the proposed building footprint. The exploratory trench will be located along the driveway and the rear parking lot and will be roughly 100 feet long from the edge of Arlington Avenue to the eastern property line. The trench will be excavated with a track-mounted excavator and the exposures will be logged by an engineering geologist at a graphical scale of 1 inch equals 5 feet. Any fault traces identified in the trench will be surveyed in the field for accuracy of the fault location.

The trench will extend to depths up to about 10 feet and will be backfilled at the completion of logging. The trench backfill will be compacted with a wheel attachment under the observation of our field engineer or field geologist. The trench exploration and backfill is expected to take three days to complete.

Our scope of services does not include saw-cutting and removing the existing pavement along the trench alignment, or patching the pavement after the trench is backfilled. We suggest others be retained to perform this work. The trench should be about 2 feet wide and the alignment should be cleared of buried utilities.

We suggest that the County third party peer reviewer visit the site to observe the trench exposures in the field to have a better understanding and appreciation of the report finding. The results of our fault investigation will be presented in a letter report.

Mr. Paul Beamer
mack⁵
July 31, 2017
Page 3

Task 2: Landslide Hazard Evaluation

We will evaluate the potential for landslides to occur at the site. Our scope of services for landslide hazard evaluation will consist of the following:

- researching and reviewing available geologic information in the site vicinity
- reviewing available aerial photographs to document site history, including the identification of historic cut/fill areas
- performing a geologic site reconnaissance of the property to document current site conditions.

The results of our landslide hazard evaluation will be presented in the geologic hazard evaluation and geotechnical study report.

Task 3: Geotechnical Study

We will review subsurface data presented in the report prepared by WCA titled *Soil Investigation for the Proposed Kensington Fire Station, 215-217 Arlington Avenue, Kensington, California*, dated May 28, 1969. Our scope of services does not include performing any additional subsurface exploration or laboratory testing. Based on existing subsurface information, we will perform engineering analyses to develop conclusions and recommendations regarding:

- site seismicity and seismic hazards
- the most appropriate foundation type(s) for the proposed building
- design criteria for the recommended foundation type(s), including vertical and lateral capacities for each of the foundation type(s)
- estimates of foundation settlement
- lateral earth pressures for permanent walls
- temporary shoring
- site grading and excavation, including criteria for fill quality and compaction
- subgrade preparation for interior and exterior concrete slabs-on-grade
- 2016 California Building Code site class and design spectral response acceleration parameters
- construction considerations.

Mr. Paul Beamer
mack⁵
July 31, 2017
Page 4

Upon completion of our geologic hazard evaluation and geotechnical study, the results will be presented in a written report (four copies).

FEE AND SCHEDULE

We propose to perform the services described in our accordance with the attached 2017 Schedule of Charges and Conditions. Our tasks will be performed on a lump-sum basis as detailed below.

- Task 1 - Fault Investigation: \$17,000 (lump-sum)
- Task 2 – Landslide Hazard Evaluation: \$1,500 (lump-sum)
- Task 3 – Geotechnical Study: \$3,500 (lump-sum)

These amounts will not be exceeded unless our scope of work changes and not without your prior authorization. Our fee does not include services during design-development, construction documents, bidding, permitting, and construction administration. We can provide a separate proposal for services during design development through construction administration after completion of the geotechnical investigation.

We anticipate we can complete the field work (fault investigation) within about four weeks of authorization, depending on the availability of the excavator and drilling equipment; the fault investigation report will be ready about two weeks after the fault trench is completed. We will submit our geologic hazard evaluation and geotechnical study report about three weeks after receiving authorization to proceed.

Our 2017 Schedule of Charges and Conditions is attached to this proposal and incorporated herein by reference. Please read this attachment carefully, as it contains important provisions which will govern our legal relationship in the event you decide to enter into an agreement with us. Please sign in the space below and return one executed copy of this proposal to the undersigned at the address presented on the first page of the proposal.

Mr. Paul Beamer
mack⁵
July 31, 2017
Page 5

We appreciate the opportunity to present this proposal. If you have any questions, please call.

Sincerely yours,
ROCKRIDGE GEOTECHNICAL, INC.



Linda H. Liang, G.E. 2663
Associate Engineer

Attachment: 2017 Schedule of Charges and Conditions

EXECUTION OF AGREEMENT AND AUTHORIZATION TO PROCEED

The attached 2017 Schedule of Charges and Conditions includes conditions pertaining to liability and terms of payment. The undersigned hereby authorizes the services described herein and explicitly acknowledges the conditions of the consulting agreement.

Signature

Name

Title

Date

ROCKRIDGE GEOTECHNICAL, INC.
2017 Schedule of Charges and Conditions

The Schedule of Charges and Conditions applies to all services provided by and/or through Rockridge Geotechnical, Inc. Charges for our services are divided into three categories: Personnel, Outside Services and Equipment Rental, Vehicle and Mileage Charges. A new schedule of charges is issued at the beginning of each year. The schedule of charges may also be revised during the year, as conditions require. Changes will not be made within a calendar year on a project in progress without prior authorization.

PERSONNEL

Personnel charges are for technical work, including technical typing and graphics as in the preparation of reports and correspondence, and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance because these items are included in overhead. Personnel category charge rates for 2017 are as follows:

Personnel Category	Hourly Rate (\$)
Technical Typing & Editing	85
Graphics	100
Field Technician	100-125
Staff Engineer/Geologist	100-125
Senior Staff Engineer/Geologist	105-130
Geotechnical Construction Manager	110-135
Project Engineer/Geologist	120-140
Senior Project Engineer/Geologist	125-150
Senior Engineer/Geologist	135-160
Associate Engineer/Geologist	140-170
Principal Engineer/Geologist	175-250

Time spent in travel in the interest of the client will be charged at hourly rates except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs of, or a negotiated rate for, living expenses will be charged. A multiplier of 1.10 will be applied to such personnel expenses.

Preparation for and participation in mediation or other litigation proceedings will be charged at an hourly rate of \$350.

OUTSIDE SERVICES AND EQUIPMENT RENTAL

Outside services used in connection with field investigations, such as drilling, cone penetration testing, concrete coring, and utility locating, will be charged at the cost times 1.10. This multiplier covers costs of insurance on subcontracts, administration of billing verification and approval, and processing and carry costs of payments.

Other outside services, including equipment rental, will also be charged at cost times 1.10. Common outside items to which the 1.10 multiplier applies include: permit fees, laboratory testing, equipment rental, 4-wheel drive vehicles, special insurance, outside consultants, travel and transportation, and subsistence (or room and board).

VEHICLE AND MILEAGE CHARGES

Mileage for travel to and from project sites or client offices for meetings will be billed at the IRS Standard Mileage Rate for 2017.

CONDITIONS

Rockridge Geotechnical, Inc. (Consultant) shall perform its services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable services under comparable circumstances at the time services are performed under this Agreement. No other representations to Client, expressed or implied, and no warranty or guarantee not expressly stated herein is included or intended in this Agreement. No statements contained in any report, opinion, document or otherwise, whether prepared prior to, at the same time as or subsequent to this Agreement, are intended to, and do not constitute any warranty or guarantee by the Consultant as to the services performed under this Agreement.

Independent Contractor Status - In performing Services under this Agreement, Consultant shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of Client.

Invoices - Invoices will be rendered monthly, either as a final or partial billing, and will be payable upon receipt. An additional late payment of 1% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within thirty days from billing date.

Limitations of Liability - Client has the opportunity to negotiate this clause and agrees that the liability of Consultant and all officers, employees, agents, and subcontractors of Consultant (the "Consultant Parties") to Client for all claims, suits, arbitrations or other proceedings arising from the performance of the Services under this Agreement, including, but not limited to, Consultant's professional negligence, errors and omissions, breach of contract, or other professional acts, no matter how legally defined, shall be limited to the total amount invoiced and paid by Client or \$25,000, whichever is greater.

Indemnification - Client shall indemnify, defend and save harmless Consultant Parties, from any claim, suit, liability, damage, injury, expense, including attorney's fees, or other loss (collectively called "Loss") arising out of (a) breach of this Agreement by Client, (b) Client's willful misconduct or negligence in connection with the performance of this Agreement, (c) any actual or potential environmental pollution or contamination, including, without limitation, any actual or threatened release of toxic or hazardous materials, failure to detect or properly evaluate the presence of such substances; or (d) any action taken by Consultant Parties as Client's Agreement Agent under the section entitled Reporting and Disposal Requirements.

Consultant shall indemnify, defend, and save harmless Client, from any Loss arising out of (a) breach of this Agreement by Consultant Parties or (b) willful misconduct or negligence by Consultant Parties in connection with the performance of the Services under this Agreement. Allocation of Loss between Client and Client Parties shall be on a comparative fault basis. Consultant shall not be liable for consequential damages exceeding the limit of our insurance policy.

Right of Entry - Client agrees to grant or arrange permission for right of entry from time to time by Consultant Parties upon all real property sites where the Services are to be performed (the "Project Site(s)"), whether or not the Project Site(s) is owned by Client. Client recognizes that the use of investigative equipment and practice may unavoidably alter conditions or affect the environment at the existing Project Site(s). Consultant will operate with reasonable care to minimize damage to the Project Site(s). The cost of repairing such damage will be borne by Client, and is not included in the fee unless otherwise stated.

Underground Utilities - Client shall provide to Consultant all available plans showing the locations of subsurface structures, such a pipes, tanks, cables, and utilities, within the limits of the Project Site(s) and shall be responsible for any damage inadvertently caused by Consultant to any such structure or utility not shown on plans. Client agrees that Consultant is entitled to rely upon any information supplied by Client. If plans showing existing subsurface structures are not available, Client shall notify Consultant in writing

Hazardous or Unsafe Conditions - Client has fully informed Consultant of the type, quantity and location of any hazardous, toxic, or dangerous materials, or unsafe or unhealthy conditions which may affect the Project which Client knows, has reason to know, or suspects exists. If Client hereafter becomes aware of any such information, Client shall immediately inform Consultant. The discovery of unanticipated hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions constitutes a Change of Condition which may justify a revision to Services. If Consultant takes emergency measures to protect health and safety of Consultant Parties and/or the public or to prevent undue harm to the environment, the fee shall be appropriately adjusted to compensate Consultant for the cost of such emergency measures.

Reporting and Disposal Requirements - Nothing contained in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, person who arranges for disposal, transporter, storage, treatment or disposal facility as those terms appear within any federal or state statute governing the treatment, storage, and disposal of hazardous substances or wastes. Client shall be solely responsible for notifying all appropriate federal, state and municipal or other governmental agencies of the existence of any hazardous, toxic, or dangerous materials located on or in the Project Site(s), or discovered during the performance of this Agreement. Client shall be responsible for making and paying for all necessary arrangements to lawfully store, treat, recycle, dispose of or otherwise handle hazardous or toxic substances or wastes, including, but not limited to, samples and cuttings, to be handles in connection with the Project. Consultant may, in its sole discretion, agree to make such arrangements on behalf of the Client, as Client's agent.

Samples and Cuttings - Consultant shall not be obligated to preserve soil, rock, water and other samples, obtained from the Project Site(s) as Consultant deems necessary, for longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

Health and Safety - Consultant shall not be responsible for the health and safety of any persons other than the Consultant Parties, nor shall it have any responsibility for the operations, procedures or practices of persons or entities other than the Consultant Parties

Subcontractors - Consultants may subcontract for the services of others without obtaining Clients consent where Consultant deems it necessary or desirable to have others perform certain Services. If Consultant deems it necessary or desirable to obtain Client's advance concurrence with any proposed subcontractor, Consultant may make a written request to Client to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and Client shall either grant or deny such concurrence within a reasonable time after receipt of such a request.

Assignment - Except as expressly provided for in this Agreement, neither Client nor Consultant may delegate, assign, sublet or transfer duties or interests in this Agreement without the written consent of the other party.

Termination - Client or Consultant may terminate this Agreement at any time upon thirty (30) days written notice. Either Client or Consultant may terminate this Agreement in the event of a material breach which remains uncured ten (10) days after receipt of written notice by the other party. In the event of termination, Client shall pay Consultant for the services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with the termination of the Project, including but not limited to, the cost of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts. The obligation of the parties to indemnify, and the limitations on liability established, under this Agreement shall survive the expiration or termination of this Agreement.

Changed Conditions - If, during the course of performance of the services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by Consultant at the commencement of this Agreement, and which materially affect Consultant's ability to perform the services or which would materially increase the cost to the Consultant of performing the services, then Consultant shall notify Client in writing of the newly discovered condition or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated as set forth under Termination, above.

Confidentiality - All documents, reports, disclosures, plans and other information of any nature and description which Client supplies to Consultant or which Consultant discovers or develops in performance of the Services under this Agreement shall be deemed confidential and Consultant shall not disclose any of the same without Client's written authorization to any third party, except to the extent that information is in the public domain or is required by law or under Consultant's professional obligations to be disclosed.

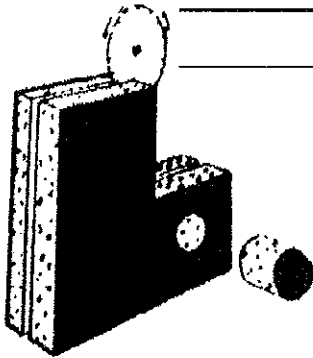
Governing Law - This Agreement shall be interpreted and enforced according to the laws of the State of California, unless agreed otherwise. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Notices - All notices and communications required by this Agreement to be given in writing between Consultant and Client shall be delivered to the persons designated by the parties. All other notices and communications from the Client shall be to Consultant's designated project manager or Principal in charge of the Project. Verbal communications shall be confirmed in writing.

Attorney's Fees - In the event any legal proceeding is commenced between the parties concerning this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees and costs, which sum shall be determined by the court or arbitrator in such proceeding or, in the absences of such determination, in a separate proceeding brought for that purpose.

Entire Agreement; Amendments - This Schedule of Charges and Conditions and any written services contract or engagement letter signed by Client and Consultant shall constitute the entire agreement of the parties with respect to the services to be performed hereunder, and shall supersede all prior and contemporaneous agreements. No amendment of this Agreement and no waiver of any right hereunder shall be valid unless made in writing.

Arbitration - Any dispute arising in connection with this agreement shall be resolved by arbitration conducted in San Francisco California in accordance with the California Code of Civil Procedure.



www.lombardodrilling.com

Lombardo Diamond Core Drilling Company, Inc.

2225 De La Cruz Blvd, Santa Clara, CA 95050
 ph: (408) 727-7922 fax: (408) 988-5326
 CA State License #: 272385

Proposal

PROPOSAL #: 013139 **DATE:** 08/07/17
 Kensington Fire Station Budget

QUOTED BY: ROB FEAGAN

CONTACT: Paul, cp. 415-990-9779

PHONE / FAX: pbeamer@mack5.com

CLIENT: MAC02
 MAC 5 ARCHITECTURE

PROJECT: 11524
 Kensington Fire Station Budget
 Kensington, CA

Lombardo will provide the necessary labor and equipment for the following scope of work:

Proposal General Notes:

GAS SLAB SAW WITH BOBCAT REMOVAL & HAUL OFF DURING REGULAR TIME HOURS, MONDAY THRU FRIDAY:

Remove 1 each - 100' x 2'6" wide x 4" asphalt parking lot pavement

We will cut trench with vacuum cleanup of slurry and remove a/c with Bobcat for our asphalt disposal.

Budget Price = \$ *1461*

EXCLUSIONS:

Unless specifically included in the scope of work, Lombardo excludes layout; noise or dust control; water/slurry; material thicker than scope; locating or damage to any buried structures, piping or utilities; the handling or removal of any contaminated materials; barricades; covering of exposed areas; access to work area for men and equipment; excavation; dewatering; shoring; lifts or scaffolds; x-ray or GPR scanning; scattered cutting; back tracking; permits; compaction; multiple move-ons; overtime work; stand-by time; final cleanup; attorney fees / court costs / interest; damage to structural slab, rebar, steel & tension cables; swppp; public safety;

Accepted By:

Signed: _____

Title: _____

Dated: _____

Submitted By:

Signed: *[Signature]*

Title: _____

Dated: *8/7/17*



Chavarin Paving Inc.
 Joel Chavarin
 chavarinpaving@gmail.com
 38950 Blacow Rd Suite F
 Fremont California 94536
 Office Direct: 510-509-2666
 fax.510-648-2719
 Mobile: 510-552-1290

LICENSE#1028538 All Your Asphalt Needs - Logo - At Competitive Prices

Proposal Submitted to		Work to Be Performed At	
Name: Paul Beamer/Mack 5		Kensington Fire Station	
Add: 1900 Powell St Suite 470 Emeryville Ca 94608		217 Arlington Ave Kensington Avenue CA 94707	
Email: Pbeamer@mack5.com			
Ph: (510)595-3020	Fax (510)595-1755	# 162	08/29/2017
<p>Recompact sub-grade on open trench with jumping jacks. Tack oil vertical edges with SSIH to bound the existing asphalt with the new asphalt. Apply 4" inches deep of 1/2" medium hot asphalt in 2 lifts then compact each lift to the maximum approximately 300 SF.</p> <p style="text-align: right;">\$3,198.00</p>			
<p>NOTE: PRICE BASED ON PREVAILING WAGES</p>			
<p>IT IS OUR POLICY TO HAVE A SIGNED CONTRACT ON HAND BEFORE SCHEDULING WORK</p>			
<p>Note: Due to instability of oil price increases (<i>from date of proposal to date of start</i>) will be passed on to the customer without mark-up. PAYMENT TERMS: Full payment upon completion of job</p>			
Chavarin Paving Inc.		Initial if Accepted:	

Contract Agreement

All material is guaranteed to be as specified, and the above work to be performed in accordance with drawings and specification submitted the above work and completed in a workmanlike manner. Any alteration or deviation from above specifications involving extra costs, will be exceled only upon written orders, and will become an extra charge over and above the contracted price. All agreements contingent upon strikes, accidents, or delays beyond our control. The owner is to carry fire, tornado and other necessary insurance upon above work, Workman's compensation and public liability insurance on above work to be taken out by CHAVARIN PAVING INC.

"Notice to Owner" (Section 7019- Contractors License Law)

Under the mechanic's lien law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services, or material has the right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. The said bond shall be in an amount no less than fifty percent (50%) of the contract price and shall in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Traffic control: Unless specified in elsewhere in this contract, Chavarin Paving Inc. is not responsible for traffic control.

Obstructions: If there are any obstructions such as garbage bins, cars, etc. in the area of proposed work, they should be removed before the work begins. If we must return due to an obstruction \$1,200.00 will be charged for each additional move-in necessary to complete the contract.

Landscaping: All landscaping Foliage such as trees, shrubs, ground covers, etc. that may overhang any curbs, head boards or work areas must be trimmed by owner before the commence of work. Chavarin Paving Inc. will not be held responsible for any damage incurred to landscaping during construction.

Irrigation: If there are any automatic sprinklers for your landscaped areas, they should be turned off at least 24 hours prior to, during, and after the start of work. Chavarin Paving Inc. will not be held responsible for damages incurred due to irrigation during project as outlined above.

Tracking Material: Chavarin Paving Inc. is not responsible for the cleaning or cost of cleaning any carpet, concrete etc. that is stained as a result of people walking through the new construction area and tracking the material onto the surface.

Utilities: Additionally, Chavarin Paving Inc. is not responsible for any damage or expense incurred due to any underground water, gas, electric, etc. Utilities not clearly marked on plans or staked out on jobsite.

Additional Costs: During excavation if the following is encountered: concrete, steel, water saturated material, paving fabric or asphalt thicker than the total removal depth bid, Additional cost(s) for further excavation, stabilization and replacement. dumping of materials will be determined by negotiation between the owner and Chavarin Paving Inc. representative.

Termination of Contract: Work on the said project will be terminated under the following conditions

- Work stopped by any public authority for a period of ten days or more through no fault of Chavarin Paving Inc
- Should the work be stopped through act or neglect of the OWNER FOR A PERIOD OF SEVEN DAYS
- Should the owner fail to pay Chavarin Paving Inc:

Upon written notice to the owner, Chavarin Paving Inc. may stop work or terminate the agreement and recover from the owner payment for all work executed, any loss sustained, including reasonable profit and damages. Until such time as the agreement price is paid in full, all equipment and materials on and about the site which is furnished by Chavarin Paving Inc. may without notice, enter onto the premises to repossess such equipment should the agreement price not be paid in full accordance with this agree

Initial if Accepted _____

Acceptance of proposal No.....

Chavarin Paving Inc. reserves the right to modify or withdraw this proposal if not accepted within (10) days or to withdraw this proposal if unapproved changes are made. Chavarin Paving Inc.

Services Inc. reserves the right to renegotiate any contract in which the requested date of commencement is sixty (60) or more days from the date of acceptance.

ACCEPTANCE OF PROPOSAL — I have read the terms and conditions above and as attached and made a part hereof and the prices, specifications, and conditions are satisfactory, and are hereby accepted. You are authorized to do the work as specified. Payment to be made as outlined above. Legal signature on one hard copy returned to Chavarin Paving Inc. will make this a legal contract for the performance of the above referenced work. *

*Signature of Acceptance _____ * Date _____
* Print Name _____ * Title _____

Insurance: A certificate of insurance will be provided prior to the start of the project. any modifications beyond the standard certificate. such as additional insured endorsements. will be billed to you at our cost.

Damages: **Chavarin Paving Inc.** will only be held liable for damage or disrepair to the said property when such damage or disrepair is directly attributed to negligence by an employee of Chavarin Paving Inc. Services Inc. The owner will assume all other risks of loss or damage to proper and construction work in progress and indemnifies Chavarin Paving Inc. No such loss or damage relieves owner from any obligation under this contract.

Permits: By signing this agreement the owner assumes all responsibility the providing permits, fees and engineering required by any government authority shall be the complete responsibility of the owner.

Change Orders: Should any changes under this agreement be required for any cause, the owner, on written demand and itemization, shall pay Chavarin Paving Inc. the cost for such special services or materials, plus 15% compensation for any additional costs or loss of profits which are occasioned by end cost delay.

Legal Action: If any action at law or in equity, including an action for declaratory relief. is brought to enforce or interpret the provisions of this agreement, the prevailing party should be entitled.

Guarantee: All materials and workmanship is guaranteed for one year from date of completion.

Exclusions: CHAVARIN PAVING INC. Is not responsible for the following:

Cracks caused by ground movement, work performed by others. acts uncontrollable by man.

Payment Terms \$1,000 of total proposal amount prior to start of work, 2nd payment of half of the contract will be due within 15 days of work. Final payment due at completion of job. Unless job is smaller full payment will be due at completion of job. Unless other arrangements have been made a 5% per month finance charge will be assessed after 30 days.

Authorized Chavarin Paving Inc. Signature

Date:

Chavarin Paving Inc.

BOARD REPORTS

KPOA Questions from 7/4/17

Rationale for Project:

1. What are the specific imperatives that makes this project essential? **There are a number of significant deficiencies with the current Public Safety Building, many that could impact its ability to perform its core mission during a critical emergency. The State of California mandates that fire and police stations meet what are called "essential facility standards," criteria aimed at providing a building that will remain operational and immediately occupiable following a major disaster; the current building is nearly 50 years old and does not meet current standards. The concern is that the building may be compromised right at the time that the Community needs it the most. Other operational deficiencies include: unacceptable interior overcrowding; inability to accommodate state-of-the-art upgrades to fire engines due to space constraints; security and safety issues; inadequate and non-compliant critical police functions; etc. The goal of this project is to build a public safety building that meets all of the mandated requirements for a public building of this type, and that supports current operational standards.**
2. Is a new facility a better option than retrofitting and remodeling the current building from a service and financial perspective? **From an operational standpoint, a new facility is the only way to effectively address the existing building's deficiencies; existing space constraints preclude a remodel solution. From a seismic standpoint, a remodel option exists that would strengthen the existing facility, but it has been determined to be undesirable to invest in reinforcing a building that has significant operational shortcomings.**

Fire Station Comparisons:

1. How do the proposed project costs align with similar size projects? **The proposed project costs do align with similar sized projects which in our cursory research range in cost from \$799 per s.f. to \$1,354 s.f.**
2. How does the proposed square footage per function (e.g., housing, administration, equipment and vehicle storage) compare to similar sized city/district fire departments? **Each individual proposed program area is either in line with or slightly smaller than a comparably sized fire station built to current industry standards. That is, functions such as the kitchen, day room, station office, and sleep rooms are consistent with current best practices. Functions such as the locker room, physical training room, exhibit storage, lobby and circulation spaces are all smaller than current best practices.**
3. How does the proposed square footage by function (e.g., housing, administration, equipment and vehicle storage) compare to other fire stations managed by El Cerrito? **We don't have readily available s.f. by function measurements. The current public safety building which houses both police and fire in El Cerrito is 18,000 s.f. El Cerrito completed a needs assessment**

in 2008 that identified a 37,000 s.f. public safety building. Station 72 is 4,500 s.f. and houses no administration functions.

4. What is the typical life span for fire stations in comparable bay area cities/districts? **50 years**

Coordination with KPPCSD:

1. How and when will the KFPD collaborate with KPPCSD board on the planning and analysis? **Since the inception of this project, staff has collaborated with the general manager and the KFPD Board President and KPPCSD Board President have been in discussions.**
2. What financial and design contingencies are in place for a potentially reduced police presence at the facility?. **We are still in the facility assessment and master plan phase; the design phase has not yet begun. We are constantly monitoring any changes that may be necessary.**

Financial Feasibility:

1. What independent financial analysis has been conducted to determine how the project could be financed? **We have just completed the facility assessment and master plan phase. We have had preliminary discussions with several financial advisors and a financial institution but have not selected a firm to work with.**
2. What are the impacts on the future District budgets and on Kensington taxpayers? **If the project moves forward, there will be a commitment to the KFPD budget for up to 30 years. It is too early in the project to fully project the future commitment.**
3. What contingency costs have been built into the proposed budget? **The current cost estimate does not have a contingency factor built in though it does have a cost escalation factor.**
4. Does KFPD have all of the funds committed to pay for both planning and construction costs? **No, KFPD would be investigating financing options.**
5. Given that 50% of this station's service calls serve El Cerrito, how has the City of El Cerrito been engaged as a possible financial partner for this project? **The amount of the station service calls has no bearing on a possible financial partnership. The calls that are run from Station 65 are based on a closest resource response policy agreement which provides the greatest level of services to all of the citizens of West Contra Costa County.**

Date: 07/28/2017 [02:41:25 PM CDT]
From: cberry@fdac.org
To: fire@kensingtonfire.org
Subject: FDAC: Fire Prevention Fee Suspended



FDAC
FIRE DISTRICTS ASSOCIATION OF CALIFORNIA



Fire Prevention Fee Suspended

What appears to be a "trade off" for votes on a climate change measure, the Legislature has voted to suspend the State Responsibility Area (SRA) fee. FDAC and other organizations have been trying to eliminate the SRA fee since its inception as it has a negative impact on local fire protection agencies' ability to pass local revenue efforts. Dollars raised by the SRA fee were not trickling down to local agency prevention efforts.

The fee suspension starts with the next round of bills, which would have mailed in spring 2018. There will be no refunds to homeowners who have paid SRA fees since the fee passed in 2011.

The Howard Jarvis Taxpayers Association has filed a class action lawsuit on SRA fees and at this time, will continue to move forward with it.

The Fire Prevention Fee is an annual fee assessed on owners of habitable structures located within the State Responsibility Area (SRA). Effective since July 8, 2011, the State Board of Forestry and Fire Protection was required to establish the Fire Prevention Fee to pay for fire prevention services throughout the state in locations designated as SRA.

FDAC will continue to update its members on SRA issues.

Quick Links

- [Home](#)
- [Membership](#)
- [Legislative](#)
- [Events](#)
- [Resources](#)

Contact:

Phone: **916.231.2941**

Email: cberry@fdac.org

Date: 07/12/2017 [12:55:22 PM CDT]
From: Sylvia Elsbury <sylviaelsbury@yahoo.com>
To: nina.harmon@gmail.com, Janice Kosel <janicekosel@gmail.com>, coupedeville36@comcast.net, Don Dommer <don@dondommer.com>, lwn@att.net
Cc: fire@kensingtonfire.org
Subject: Please reconsider your plan to restore the market rate rent

Dear Fire Board:

You have a wonderful opportunity here to demonstrate your exceptional leadership by taking a stand, doing what's best for the community as a whole.

Given the recent pushback against plans for the Public Safety building, the timing of this rental increase seems particularly ill-advised.

Why not extend the \$1/year contract, giving Tony the chance to shore up the police/parks budget ... and reaping considerable goodwill among citizens, right when you need it most?

With thanks for your service and consideration,
Sylvia Elsbury

Date: 07/12/2017 [01:16:53 PM CDT]
From: Charles Toombs <cet@mcinerney-dillon.com>
To: fire@kensingtonfire.org
Cc: coupedeville36@comcast.net, don@dondommer.com, nina.harmon@gmail.com, janicekosel@gmail.com, lwn@att.net
Subject: Fire board Agenda for July 12, 2017

Dear Brenda:

I understand that your board will vote tonight on a decision to enter into a new lease at a dramatically increased price well over the current \$1 per year. I urge your board to vote NO on this decision. It makes no sense to charge rent to one agency when both agencies are supported by the same pool of tax payer dollars. This effectively allows your agency to double dip here and it just seems so wrong to me. My own sense is that your agency and the police agency should be doing their best to save taxpayers money, and this seems to be going in the wrong direction.

Please include this note in your public correspondences.

Thank you for your courtesies.

Chuck Toombs

--

Charles E. Toombs
McInerney & Dillon, P.C.
1999 Harrison Street, Suite 1700
Oakland, CA 94612-4700
Telephone (510) 465-7100, Extension 238
FAX (510) 465-8556

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Date: 07/12/2017 [01:24:17 PM CDT]
From: Catherine Mercurio <Catherine@mercuriodentalarts.com>
To: nina.harmon@gmail.com, Janice Kosel <janicekosel@gmail.com>, coupedeville36@comcast.net, Don Dommer <don@dondommer.com>, lwn@att.net
Cc: fire@kensingtonfire.org
Subject: Please Reconsider Your Plan to Restore the Market Rent Rate of the Public Safety Building

Dear Kensington Fire Board:

It has just come to my attention that you are voting tonight to restore the market rental rate of the Public Safety building. Please consider extending the \$1 per year contract for one more year as you continue your analysis and plans for a new or retrofitted Public Safety building. Delaying any possible increase in rent for a year will also provide the KPPCSD and its new general manager time to review future options for police services in Kensington and plan for an increase in rent. In addition, a delay would reap goodwill from our Kensington residents who are still in the process of understanding your direction for the retrofit/rebuild of the Public Safety building.

Grateful for your support of our Kensington community,
Catherine Mercurio

Date: 07/12/2017 [02:21:52 PM CDT]
From: Anna Siria Ortiz <anna.s.ortiz@hotmail.com>
To: Nina.harmon@gmail.com, janicekosel@gmail.com, don@dondommer.com, coupedeville36@comcast.net, lwn@att.net
Cc: fire@kensingtonfire.org
Subject: Please reconsider your plan to restore the market rate rent - leave at \$1 p/year

Dear Fire Board:

Please take the opportunity to demonstrate your exceptional leadership to our community by taking a stand and doing what's best for the community as a whole.

Given the recent push back against plans for the Public Safety building, the timing of this rental increase seems particularly ill-advised.

Please extend the \$1/year contract, giving Tony the chance to shore up the police/parks budget and thereby reaping considerable goodwill among our citizens.

Thank you for your service and consideration.
Anna S Ortiz

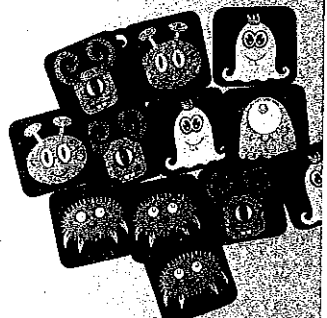
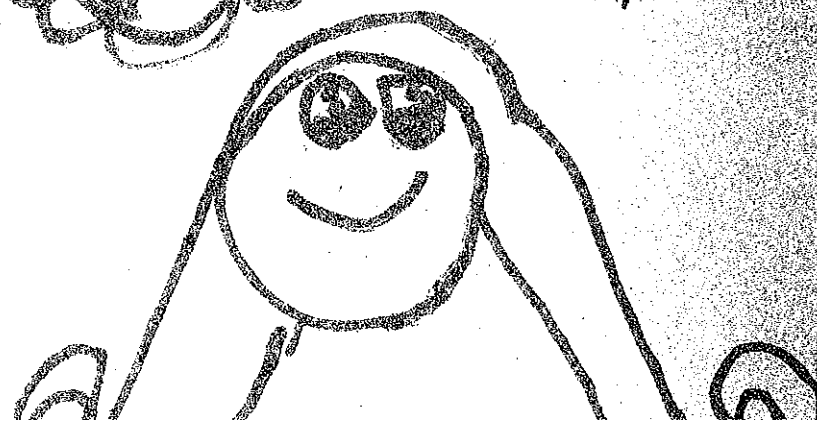
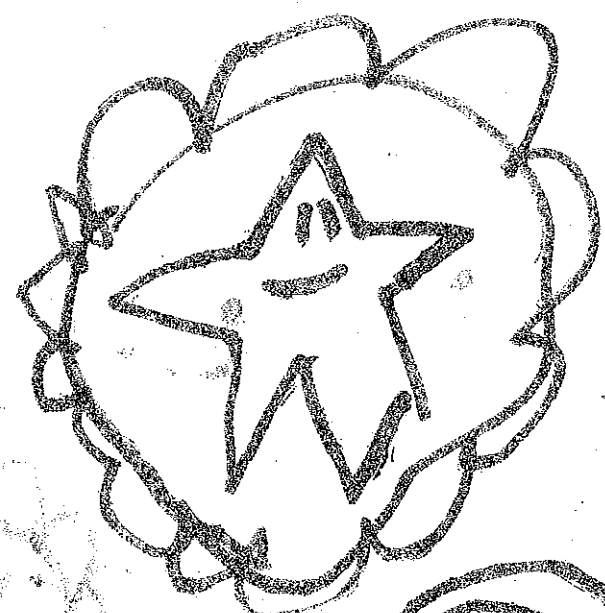


My heart gives thanks...



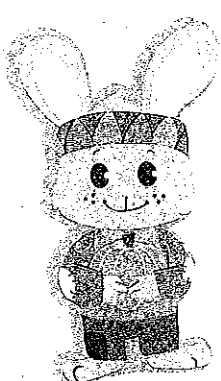
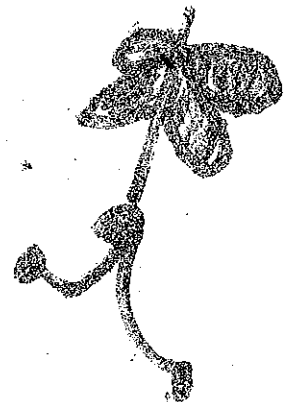
Thank

You



THANK





For free of my love