

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

Date of Meeting: July 10, 2019  
Time of Meeting: 7:00 p.m.  
Place of Meeting: **Building E in Kensington Park**  
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](http://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:      Don Dommer, Janice Kosel, Laurence Nagel, Kevin Padian and Julie Stein

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

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.      **ACCEPTANCE OF INCIDENT ACTIVITY REPORT.** June 2019 (ACCEPT)

CC      4.      **APPROVAL OF MONTHLY A/P VOUCHER - TRANSMITTAL #1** (APPROVE)

CC      5.      **APPROVAL OF MONTHLY FINANCIAL REPORT.** May/June 2019 (APPROVE)

6.      **PUBLIC HEARING:** Fire Hazard Abatement Hearing on the designation of properties containing fire hazards.

Prior to beginning the public hearing, the President will ask those in the audience having objections to the designation of their property as containing fire hazards to identify their property addresses.

Public Hearing Procedure: The President will open the public hearing and then:

- (a)      Call for staff report and recommendation from staff.
- (b)      Call for comments from those in the audience regarding fire hazard abatement.
- (c)      Close the public hearing terminating public testimony.

The Board of Directors will then deliberate the matter and arrive at a decision.



Resolution 19-05 Declaring that Weeds, Rubbish, Litter or other Flammable Material on Designated Private Properties Constitutes a Public Nuisance and Providing for Notice that the Fire Chief or Designee Shall Abate Such Public Nuisance Conditions if not Abated by the Property Owner (ACTION)

7. **FIRE CHIEF'S REPORT**

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

8. **PRESIDENT'S REPORT**

**NEW BUSINESS**

9. The Board will consider whether to Pursue the Existing Public Safety Building Plan that was included in the May 2019 Board Packet submitted by Building Committee (ACTION)
10. Proposal from RossDrulisCusenbery Architects for Extra Services Programming, Master Plan and Structural Services in the amount of \$24,481 submitted by Building Committee (ACTION)
11. Three Student Consulting Services Agreements for Completion of Kensington Traffic Study for Total Amount Not to Exceed \$12,000 or \$4,000 each (ACTION)

12. **BOARD REPORTS**

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

- a. Finance Committee (Stein, Dommer): Next meeting to be held August 2019. Date to be determined.
- b. Contract Negotiation Committee (Stein, Dommer):
- c. Emergency Preparedness Committee (Padian, Nagel): Report on 7/10/19 meeting
- d. Diablo Fire Safe Council Representative (Nagel, Staff)
- e. Kensington Pathkeepers Representative (Padian, Nagel)
- f. East Bay Regional Parks District Liaison (Nagel)
- g. Building Committee (Dommer, Nagel): Correspondence from KPPCSD Building Committee dated 6/23/19
- h. Organizing Committee (Stein, Kosel): Public presentation scheduled for 10/12/19 at Arlington Community Church, 10:00 a.m.
- i. California Special Districts Association Representatives:
  - i. County (Nagel): Next meeting 7/15/19
  - ii. State Professional Development and Membership Services Committees (Kosel)

**ADJOURNMENT.** The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on Wednesday, September 11, 2019, at 7:00 p.m. at the Building E in Kensington Park, 59 Arlington Avenue, Kensington, CA 94707.

The deadline for agenda items to be included in the Board packet for the next regular meeting of 9/11/19 is Wednesday, 8/28/19 by 1:00 p.m. The deadline for agenda-related materials to be included in the Board packet is Wednesday, 9/4/19 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**



# EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530  
(510) 215-4450 • FAX (510) 232-4917

[www.el-cerrito.org](http://www.el-cerrito.org)



July 1, 2019

**TO:** Kensington Fire Protection District Board Members

**FROM:** Michael Pigoni: Fire Chief

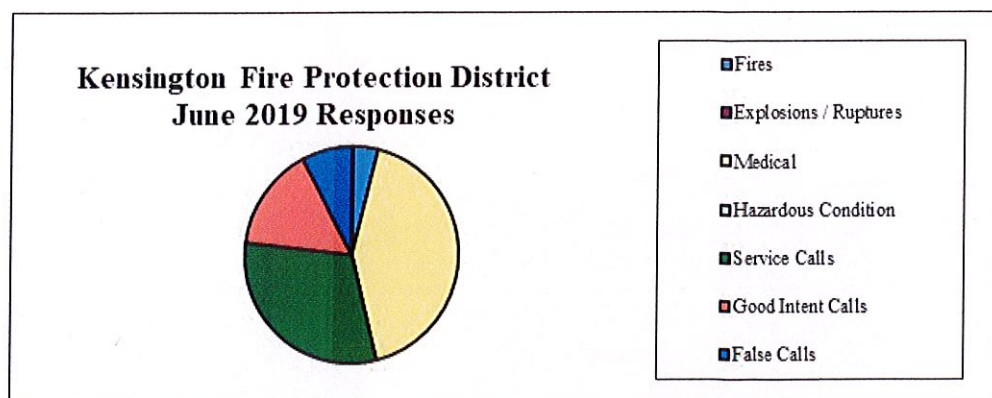
**RE:** Incident Activity Reports for the Month of June 2019

There were 26 incidents that occurred during the month of June in the community of Kensington. Please see the attached "Incident Log" for the dates and times, locations and incident type for these calls that the Fire Department responded to this past month. During this same time, Engine 65 responded to a total of 56 calls in all districts.

There was a small increase in the number of calls from last month. The majority of these were for smoke investigations of which most were a result of the smoke drifting in from Solano County earlier in the month and a vegetation fire on Canon Drive on June 16<sup>th</sup>. Overall there were no major fires and no loss of property this month.

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 for all the responses in the community of Kensington.

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
<b>Fires</b>	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	1	3.85%
<b>Explosions / Ruptures</b>	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
<b>Medical</b>	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	11	42.31%
<b>Hazardous Condition</b>	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	0	0.00%
<b>Service Calls</b>	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	8	30.77%
<b>Good Intent Calls</b>	<i>(Cancelled En Route, Wrong Location)</i>	4	15.38%
<b>False Calls</b>	<i>(Wrong Company/Unit Dispatched)</i>	2	7.69%
<b>Totals</b>		<b>26</b>	<b>100.00%</b>



# Kensington Fire Protection District Response Log for June 2019

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	0019056941	02-Jun-19 00:31:22	2 Highgate RD	kensington	E165	5000
2	0019057105	02-Jun-19 13:18:30	264 Amherst AVE	Kensington	E165	321
3	0019058438	05-Jun-19 15:26:12	421 Santa Fe AVE	Kensington	E165	321
4	0019058970	06-Jun-19 20:07:33	53 Cowper AVE	Kensington	E165	321
5	0019059419	07-Jun-19 21:30:13	236 Trinity AVE	Kensington	E165	321
6	0019060212	09-Jun-19 17:25:19	217 Arlington AVE	Kensington	E165	552
7	0019060449	10-Jun-19 08:43:45	105 Highland BLVD	Kensington	E165	321
8	0019061194	11-Jun-19 17:52:12	56 Richardson RD	Kensington	E165	520
9	0019061467	12-Jun-19 10:34:45	Berkeley Park BLVD	Kensington	E165	611
10	0019061688	12-Jun-19 20:21:45	44 Anson WAY	Kensington	E165	321
11	0019061818	13-Jun-19 09:02:09	57 Cowper AVE	Kensington	E165	5000
12	0019063801	18-Jun-19 14:26:57	1652 Oakview AVE	Kensington	E165	743
13	0019063938	18-Jun-19 20:23:41	1 Edgecroft RD	Kensington	E165	611
14	0019064111	19-Jun-19 08:04:29	1656 Oakview AVE	Kensington	E165	733
15	0019064318	19-Jun-19 16:22:24	1 Lenox RD	Kensington	E172	551
16	0019064507	20-Jun-19 06:10:06	672 Coventry RD	Kensington	E165	321
17	0019064886	21-Jun-19 06:20:04	26 Arlmont DR	Kensington	E165	554
18	0019065459	22-Jun-19 15:31:28	Canon DR	Kensington	E165	143
19	0019065527	22-Jun-19 18:53:48	295 Arlington AVE	Kensington	E165	322
20	0019066666	25-Jun-19 05:41:34	26 Arlmont DR	Kensington	E165	554
21	0019066749	25-Jun-19 11:09:10	217 Arlington AVE	Kensington	E165	321
22	0019066932	25-Jun-19 19:12:07	131 Ardmore RD	Kensington	E165	321
23	0019067242	26-Jun-19 16:58:42	Arlington AVE	Kensington	E165	622
24	0019067569	27-Jun-19 12:47:56	217 Cambridge AVE	Kensington	E165	321
25	0019068743	30-Jun-19 12:36:25	89 Edgecroft RD	Kensington	E165	611
26	0019068758	30-Jun-19 13:07:33	89 Edgecroft RD	Kensington	E165	554

\* See Attached Table for Incident Type Explanations

Type Series	Description
-------------	-------------

100  
200  
300  
400  
500  
600  
700

*(Structure, Trash, Vehicle, Vegetation Fire)*  
*(Over Pressure/Ruptures Explosions, Bombs)*  
*(EMS, Vehicle Accidents, Extrication, Rescue)*  
*(Chemical Spills, Leaks, Down power Lines)*  
*(Distress, Water/ Smoke/Odor Problems, Public Assists)*  
*(Cancelled En Route, Wrong Location)*  
*(Wrong Company/Unit Dispatched)*

# Kensington Fire Protection District

## Engine 65 Response Log for June 2019

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	0019056941	02-Jun-19 00:30:03	2 Highgate RD	Kensington	E165	5000
2	0019057105	02-Jun-19 13:17:34	264 Amherst AVE	Kensington	E165	321
3	0019057430	03-Jun-19 09:39:26	1001 Elm CT	El Cerrito	E165	553
4	0019058076	04-Jun-19 17:12:15	Bay Area Ridge TRL	Tilden Park (Orinda)	E165	611R
5	0019058340	05-Jun-19 11:25:23	6400 Cutting BLVD	El Cerrito	E165	321
6	0019058438	05-Jun-19 15:25:41	421 Santa Fe AVE	Kensington	E165	321
7	0019058716	06-Jun-19 10:04:20	8630 Arbor DR	El Cerrito	E165	745
8	0019058970	06-Jun-19 20:04:49	53 Cowper AVE	Kensington	E165	321
9	0019059419	07-Jun-19 21:28:17	236 Trinity AVE	Kensington	E165	321
10	0019060054	09-Jun-19 10:50:23	Wildcat Creek TRL	EBRP	E165	321
11	0019060073	09-Jun-19 12:01:43	7455 Rockway AVE	El Cerrito	E165	400
12	0019060212	09-Jun-19 17:24:23	217 Arlington AVE	Kensington	E165	552
14	0019060449	10-Jun-19 08:41:39	105 Highland BLVD	Kensington	E165	321
15	0019060546	10-Jun-19 10:57:44	1125 Arlington BLVD	El Cerrito	E165	321
16	0019061194	11-Jun-19 17:51:34	56 Richardson RD	Kensington	E165	520
17	0019061376	12-Jun-19 04:46:50	237 Behrens ST	El Cerrito	E165	733
19	0019061467	12-Jun-19 10:33:08	Berkeley Park BLVD	Kensington	E165	611
20	0019061688	12-Jun-19 20:20:58	44 Anson WAY	Kensington	E165	321
21	0019061818	13-Jun-19 08:59:37	57 Cowper AVE	Kensington	E165	5000
22	0019061891	13-Jun-19 12:27:54	6510 Gladys AVE	El Cerrito	E165	531
23	0019061942	13-Jun-19 13:24:09	Carmel AVE	El Cerrito	E165	651
24	0019062263	14-Jun-19 11:49:38	1310 Lawrence ST	El Cerrito	E165	251
25	0019062631	15-Jun-19 09:20:04	Colusa AVE	El Cerrito	E165	311
26	0019062758	15-Jun-19 14:59:48	Wildcat Canyon RD	Orinda	E165	611
27	0019063001	16-Jun-19 08:49:07	700 Hancock WAY	El Cerrito	E165	412
28	0019063801	18-Jun-19 14:26:09	1652 Oakview AVE	Kensington	E165	743
29	0019063938	18-Jun-19 20:22:44	1 Edgcroft RD	Kensington	E165	611
30	0019064111	19-Jun-19 08:02:35	1656 Oakview AVE	Kensington	E165	733
31	0019064507	20-Jun-19 06:08:23	672 Coventry RD	Orinda	E165	321
32	0019064657	20-Jun-19 15:07:29	Bear Creek RD	Orinda	E365	611F

33	0019064886	21-Jun-19 06:16:15	26 Arlmont DR	Kensington	E165	554
34	0019065243	22-Jun-19 01:43:42	Wildcat Canyon RD	Moraga	E165	143
35	0019065295	22-Jun-19 06:46:48	Seaview DR	El Cerrito	E165	611
36	0019065305	22-Jun-19 07:37:49	145 San Carlos AVE	El Cerrito	E165	522
37	0019065409	22-Jun-19 12:39:27	Wildcat Canyon RD	Moraga	E165	611
38	0019065459	22-Jun-19 15:29:24	Canon DR	Kensington	E165	143
39	0019065527	22-Jun-19 18:52:43	295 Arlington AVE	Kensington	E165	322
40	0019065686	23-Jun-19 04:41:02	7837 Burns CT	El Cerrito	E165	321
41	0019066080	23-Jun-19 19:46:12	0-0 Lake Anza RD	Berkeley	E165	611U
42	0019066454	24-Jun-19 16:10:55	129 Carmel AVE	El Cerrito	E165	311
43	0019066572	24-Jun-19 20:45:53	1010 Leneve PL	El Cerrito	E165	311
44	0019066664	25-Jun-19 05:02:25	409 Village DR	El Cerrito	E165	321
45	0019066666	25-Jun-19 05:39:03	26 Arlmont DR	Kensington	E165	554
46	0019066749	25-Jun-19 11:09:10	217 Arlington AVE	Kensington	E165	321
47	0019066932	25-Jun-19 19:09:38	131 Ardmore RD	Kensington	E165	321
48	0019067189	26-Jun-19 14:53:13	532 Balra DR	El Cerrito	E165	321
49	0019067242	26-Jun-19 16:53:45	Arlington AVE	Kensington	E165	622
50	0019067569	27-Jun-19 12:46:41	217 Cambridge AVE	Kensington	E165	321
51	0019067599	27-Jun-19 14:34:23	Liberty ST	El Cerrito	E165	611
52	0019067914	28-Jun-19 13:02:00	1510 Elm ST	El Cerrito	E165	321
53	0019068743	30-Jun-19 12:35:40	89 Edgcroft RD	Kensington	E165	611
54	0019068758	30-Jun-19 13:06:26	89 Edgcroft RD	Kensington	E165	554
55	0019068805	30-Jun-19 16:30:11	214 Lake DR	Richmond	E165	743
56	0019069012	01-Jul-19 07:20:02	805 Kensington RD	El Cerrito	E165	554

\* 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)



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 ORG	SUB ACC	ACTIVITY MOR SAUF	ENCUMB (FO)	PG	PAYMENT AMOUNT	
50146	Delta Dental	7/1/2019	BE003466763 July dental	7840	1061				1,008.86	
50147	KFPD Revolving Fund	7/5/2019	Reimburse revolving fund	7840	2490				2,779.25	
50148	CalPERS	06/14/19	7072901257 Aug medical	7840	1061				7,648.99	
50150	Vision Service Plan	06/19/19	001027770001 July vision	7840	1061				323.10	
50151	City of El Cerrito	07/01/19	July fire protection	7840	2328				257,392.77	
50295	Fire Districts Assoc.	05/24/19	30402350 FY19-20 membership	7840	2490				550.00	
	Contra Costa County LAFCO	06/26/19	1920-0039 FY19-20 fees	7840	2490				2,548.19	
<b>TOTAL</b>										<b>272,251.16</b>

Kensington FPD Approval  
 Date: 7/1/19  
*[Signature]*  
 Date: 7/15/19

July 5, 2019

**Attachment to Transmittal 070519**

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
6/11/2019	CalPERS - settlement July 2019	952.08
6/11/2019	Alliant - crime policy FY19-20	1,159.00
7/1/2019	Stericycle - medical waste	419.92
7/1/2019	Allways Green - janitorial	105.00
6/26/2018	Comcast - internet July	143.25
	<b>Total</b>	<b>2,779.25</b>

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



**Kensington Fire Protection District**  
**Balance Sheet**  
As of June 12, 2019

	Jun 12, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Petty Cash	200.00
KFPD Revolving Acct - Gen Fund	17,615.65
General Fund	640,407.29
Special Tax Fund	5,691.68
Capital Fund	6,729.77
<b>Total Checking/Savings</b>	<b>670,644.39</b>
Accounts Receivable	
Due from County for Reimb.	18,434.01
Advance on Taxes	116,627.59
Advance on Supplemental Taxes	129,258.20
<b>Total Accounts Receivable</b>	<b>264,319.80</b>
<b>Other Current Assets</b>	
Prepaid Services - EC	0.04
Prepaid CERBT - Retiree Trust	1,064,045.75
<b>Investments</b>	
Capital Replacement Funds	3,754,173.00
Fire Protect. Contract Reserves	3,078,929.57
Investments - Other	541,666.74
<b>Total Investments</b>	<b>7,374,769.31</b>
<b>Total Other Current Assets</b>	<b>8,438,815.10</b>
<b>Total Current Assets</b>	<b>9,373,779.29</b>
<b>Fixed Assets</b>	
Land	5,800.00
Equipment	1,446,911.62
Accumulated Depreciation-Equip	-746,593.15
Building and Improvements	2,391,581.26
Accumulated Depreciation - Bldg	-1,000,180.00
<b>Current Capital Outlay</b>	
Firefighters Qtrs/Equip	11,387.03
Computers/Furniture	2,001.30
Type III Engine	220,000.00
<b>Total Current Capital Outlay</b>	<b>233,388.33</b>
<b>Total Fixed Assets</b>	<b>2,330,908.06</b>
<b>TOTAL ASSETS</b>	<b>11,704,687.35</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Due to Revolving Acct - Gen Fnd	18,434.01
Due to Other - Issued by CCC	264,896.82
<b>Total Accounts Payable</b>	<b>283,330.83</b>
<b>Other Current Liabilities</b>	
El Cerrito Service Contract Pay	-0.03
Wages & PR Taxes Payable	2,992.32
<b>Total Other Current Liabilities</b>	<b>2,992.29</b>
<b>Total Current Liabilities</b>	<b>286,323.12</b>
<b>Long Term Liabilities</b>	
CalPERS Settlement Payable	41,891.68
<b>Total Long Term Liabilities</b>	<b>41,891.68</b>

**Kensington Fire Protection District**  
**Balance Sheet**  
As of June 12, 2019

---

	<u>Jun 12, 19</u>
Total Liabilities	328,214.80
Equity	
Fund Equity - General	4,848,934.26
Fund Equity - Capital Projects	1,219,288.00
Fund Equity - Special Revenue	12,769.00
Fund Equity - Gen Fixed Asset	2,403,012.00
Fund Equity	1,835,922.75
Net Income	1,056,546.54
Total Equity	<u>11,376,472.55</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>11,704,687.35</u></u></b>



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

July 1, 2018 through June 12, 2019

	Jul 1, '18 - Jun 12, 19	Jul 1, '17 - Jun 12, 18	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Property Taxes	4,124,885.60	3,889,704.12	235,181.48	6.1%
Special Taxes	200,453.30	200,395.20	58.10	0.0%
Other Tax Income	12,810.28	25,924.77	-13,114.49	-50.6%
Lease Agreement	36,035.52	32,512.37	3,523.15	10.8%
Interest Income	98,742.81	43,578.35	55,164.46	126.6%
Salary Reimbursement Agreement	63,520.60	54,184.10	9,336.50	17.2%
Miscellaneous Income	4,314.08	1,181.74	3,132.34	265.1%
<b>Total Income</b>	<b>4,540,762.19</b>	<b>4,247,480.65</b>	<b>293,281.54</b>	<b>6.9%</b>
<b>Expense</b>				
<b>OUTSIDE PROFESSIONAL SERVICES</b>				
LAFCO Fees	2,278.47	2,122.85	155.62	7.3%
Contra Costa County Expenses	35,741.98	34,103.26	1,638.72	4.8%
EI Cerrito Contract Fee	3,078,929.57	2,591,331.60	487,597.97	18.8%
Fire Abatement Contract	665.00	0.00	665.00	100.0%
Fire Engineer Plan Review	403.50	1,092.50	-689.00	-63.1%
Risk Management Insurance	12,507.00	13,268.00	-761.00	-5.7%
<b>Professional Fees</b>				
Accounting	3,682.75	5,542.35	-1,859.60	-33.6%
Actuarial Valuation	0.00	5,500.00	-5,500.00	-100.0%
Audit	16,000.00	16,000.00	0.00	0.0%
Legal Fees	57,903.77	18,168.84	39,734.93	218.7%
<b>Total Professional Fees</b>	<b>77,586.52</b>	<b>45,211.19</b>	<b>32,375.33</b>	<b>71.6%</b>
Website Development/Maintenance	2,200.00	2,700.00	-500.00	-18.5%
Wildland Vegetation Mgmt	7,500.00	8,300.00	-800.00	-9.6%
<b>Total OUTSIDE PROFESSIONAL SER...</b>	<b>3,217,812.04</b>	<b>2,698,129.40</b>	<b>519,682.64</b>	<b>19.3%</b>
<b>RETIREE MEDICAL BENEFITS</b>				
PERS Medical	0.00	43,148.62	-43,148.62	-100.0%
Delta Dental	0.00	6,053.16	-6,053.16	-100.0%
Vision Care	0.00	1,938.60	-1,938.60	-100.0%
CalPERS Settlement	45,700.00	0.00	45,700.00	100.0%
<b>Total RETIREE MEDICAL BENEFITS</b>	<b>45,700.00</b>	<b>51,140.38</b>	<b>-5,440.38</b>	<b>-10.6%</b>
<b>COMMUNITY SERVICE ACTIVITIES</b>				
Public Education	9,410.95	10,299.16	-888.21	-8.6%
Comm. Pharmaceutical Drop-Off	813.57	1,602.34	-788.77	-49.2%
Vial of Life Program	0.00	98.91	-98.91	-100.0%
CERT Emerg Kits/Sheds/Prepared	3,447.76	3,833.00	-385.24	-10.1%
Open Houses	261.28	307.13	-45.85	-14.9%
Community Shredder	2,295.00	2,469.19	-174.19	-7.1%
DFSC Matching Grants	23,880.00	19,116.00	4,764.00	24.9%
Firesafe Planting Grants	0.00	219.03	-219.03	-100.0%
Demonstration Garden	6,147.11	5,060.00	1,087.11	21.5%
Community Sandbags	1,993.81	754.08	1,239.73	164.4%
<b>Total COMMUNITY SERVICE ACTIVITI...</b>	<b>48,249.48</b>	<b>43,758.84</b>	<b>4,490.64</b>	<b>10.3%</b>
<b>DISTRICT ACTIVITIES</b>				
Firefighter's Apparel & PPE	184.38	542.43	-358.05	-66.0%
Firefighters' Expenses	1,702.20	3,588.52	-1,886.32	-52.6%
Staff Appreciation	1,275.32	1,019.24	256.08	25.1%
Professional Development	3,382.65	2,919.45	463.40	15.9%
<b>Building Maintenance</b>				
Needs Assess/Feasibility Study	0.00	23,127.42	-23,127.42	-100.0%
Janitorial Service	1,260.00	1,260.00	0.00	0.0%
Medical Waste Disposal	4,562.04	4,787.01	-224.97	-4.7%
Building alarm	1,264.44	1,379.44	-115.00	-8.3%
Gardening service	1,560.00	1,050.00	510.00	48.6%
Miscellaneous Maint.	8,948.22	10,782.89	-1,834.67	-17.0%
<b>Total Building Maintenance</b>	<b>17,594.70</b>	<b>42,386.76</b>	<b>-24,792.06</b>	<b>-58.5%</b>
<b>Building Utilities/Service</b>				
Gas and Electric	7,111.78	6,466.78	645.00	10.0%
Water/Sewer	2,379.20	1,969.07	410.13	20.8%
<b>Total Building Utilities/Service</b>	<b>9,490.98</b>	<b>8,435.85</b>	<b>1,055.13</b>	<b>12.5%</b>
Election	3,855.77	0.00	3,855.77	100.0%
Memberships	7,390.00	7,008.00	382.00	5.5%
<b>Office</b>				
Office Expense	2,706.01	2,585.62	120.39	4.7%
Office Supplies	2,258.57	1,263.12	995.45	78.8%
Telephone	5,264.71	7,175.57	-1,910.86	-26.6%
<b>Total Office</b>	<b>10,229.29</b>	<b>11,024.31</b>	<b>-795.02</b>	<b>-7.2%</b>
<b>Total DISTRICT ACTIVITIES</b>	<b>55,105.49</b>	<b>76,924.56</b>	<b>-21,819.07</b>	<b>-28.4%</b>
<b>Staff</b>				
Wages	87,156.74	79,234.54	7,922.20	10.0%
Longevity Pay	1,000.00	1,000.00	0.00	0.0%
Overtime Wages	2,159.78	934.99	1,224.79	131.0%

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

July 1, 2018 through June 12, 2019

	Jul 1, '18 - Jun 12, 19	Jul 1, '17 - Jun 12, 18	\$ Change	% Change
Medical/dental ins compensation	9,218.00	7,507.50	1,710.50	22.8%
Retirement Contribution	6,623.76	6,021.84	601.92	10.0%
Payroll Taxes	7,768.40	7,091.79	676.61	9.5%
Workers Compensation/Life Ins	1,842.06	1,830.24	11.82	0.7%
Payroll Processing	1,579.90	1,504.08	75.82	5.0%
<b>Total Staff</b>	<b>117,348.64</b>	<b>105,124.98</b>	<b>12,223.66</b>	<b>11.6%</b>
Contingency				
General	0.00	1,439.00	-1,439.00	-100.0%
<b>Total Contingency</b>	<b>0.00</b>	<b>1,439.00</b>	<b>-1,439.00</b>	<b>-100.0%</b>
<b>Total Expense</b>	<b>3,484,215.65</b>	<b>2,976,517.16</b>	<b>507,698.49</b>	<b>17.1%</b>
<b>Net Ordinary Income</b>	<b>1,056,546.54</b>	<b>1,270,963.49</b>	<b>-214,416.95</b>	<b>-16.9%</b>
Other Income/Expense				
Other Income				
Transfers In - Capital	577,843.12	767,874.00	-190,030.88	-24.8%
Transfers In - General	326,454.54	213,570.44	112,884.10	52.9%
<b>Total Other Income</b>	<b>904,297.66</b>	<b>981,444.44</b>	<b>-77,146.78</b>	<b>-7.9%</b>
Other Expense				
Transfers Out - Capital	41,423.66	23,570.44	17,853.22	75.7%
Transfers Out - Special	295,000.00	190,000.00	105,000.00	55.3%
Transfers Out - General	567,874.00	767,874.00	-200,000.00	-26.1%
<b>Total Other Expense</b>	<b>904,297.66</b>	<b>981,444.44</b>	<b>-77,146.78</b>	<b>-7.9%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>1,056,546.54</b>	<b>1,270,963.49</b>	<b>-214,416.95</b>	<b>-16.9%</b>



**Kensington Fire Protection District  
Revenue & Expense Budget vs. Actual**

July 2018 through May 2019

	Jul '18 - May 19	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Property Taxes	4,124,885.60	4,035,570.00	89,315.60	102.2%
Special Taxes	200,453.30	200,453.00	0.30	100.0%
Other Tax Income	12,810.28	13,000.00	-189.72	98.5%
Lease Agreement	36,035.52	32,957.52	3,078.00	109.3%
Interest Income	98,742.81	37,250.00	61,492.81	265.1%
Salary Reimbursement Agreement	58,227.22	57,610.67	616.55	101.1%
Miscellaneous Income	4,314.08	0.00	4,314.08	100.0%
<b>Total Income</b>	<b>4,535,468.81</b>	<b>4,376,841.19</b>	<b>158,627.62</b>	<b>103.6%</b>
<b>Expense</b>				
<b>OUTSIDE PROFESSIONAL SERVICES</b>				
LAFCO Fees	2,278.47	2,200.00	78.47	103.6%
Contra Costa County Expenses	35,741.98	35,800.00	-58.02	99.8%
El Cerrito Contract Fee	2,822,352.11	2,822,352.50	-0.39	100.0%
Fire Abatement Contract	665.00	8,000.00	-7,335.00	8.3%
Fire Engineer Plan Review	403.50	1,833.33	-1,429.83	22.0%
Risk Management Insurance	12,507.00	14,500.00	-1,993.00	86.3%
<b>Professional Fees</b>				
Accounting	3,682.75	6,500.00	-2,817.25	56.7%
Actuarial Valuation	0.00	0.00	0.00	0.0%
Audit	16,000.00	16,000.00	0.00	100.0%
Legal Fees	57,903.77	59,083.37	-1,179.60	98.0%
<b>Total Professional Fees</b>	<b>77,586.52</b>	<b>81,583.37</b>	<b>-3,996.85</b>	<b>95.1%</b>
Water System Improvements	0.00	10,000.00	-10,000.00	0.0%
Website Development/Maintenance	2,200.00	2,291.67	-91.67	96.0%
Wildland Vegetation Mgmt	7,500.00	9,000.00	-1,500.00	83.3%
<b>Total OUTSIDE PROFESSIONAL SER...</b>	<b>2,961,234.58</b>	<b>2,987,560.87</b>	<b>-26,326.29</b>	<b>99.1%</b>
<b>RETIREE MEDICAL BENEFITS</b>				
PERS Medical	0.00	0.00	0.00	0.0%
Delta Dental	0.00	0.00	0.00	0.0%
Vision Care	0.00	0.00	0.00	0.0%
CalPERS Settlement	45,700.00	45,700.00	0.00	100.0%
<b>Total RETIREE MEDICAL BENEFITS</b>	<b>45,700.00</b>	<b>45,700.00</b>	<b>0.00</b>	<b>100.0%</b>
<b>COMMUNITY SERVICE ACTIVITIES</b>				
Public Education	9,410.95	12,850.00	-3,439.05	73.2%
Comm. Pharmaceutical Drop-Off	813.57	4,000.00	-3,186.43	20.3%
Vial of Life Program	0.00	200.00	-200.00	0.0%
CERT Emerg Kits/Sheds/Prepared	0.00	11,272.73	-11,272.73	0.0%
Open Houses	261.28	750.00	-488.72	34.8%
Community Shredder	2,295.00	2,750.00	-455.00	83.5%
DFSC Matching Grants	23,880.00	23,880.00	0.00	100.0%
Firesafe Planting Grants	0.00	2,666.67	-2,666.67	0.0%
Demonstration Garden	6,147.11	50,000.00	-43,852.89	12.3%
Community Sandbags	1,993.81	4,000.00	-2,006.19	49.8%
Community Center Fire Alarm	0.00	35,000.00	-35,000.00	0.0%
<b>Total COMMUNITY SERVICE ACTIVITI...</b>	<b>44,801.72</b>	<b>147,369.40</b>	<b>-102,567.68</b>	<b>30.4%</b>
<b>DISTRICT ACTIVITIES</b>				
Firefighter's Apparel & PPE	184.38	1,500.00	-1,315.62	12.3%
Firefighters' Expenses	1,702.20	7,000.00	-5,297.80	24.3%
Staff Appreciation	1,275.32	1,750.00	-474.68	72.9%
Professional Development	3,382.85	4,583.33	-1,200.48	73.8%
<b>Building Maintenance</b>				
Needs Assess/Feasibility Study	0.00	18,000.00	-18,000.00	0.0%
Janitorial Service	1,155.00	1,375.00	-220.00	84.0%
Medical Waste Disposal	4,562.04	4,650.00	-87.96	98.1%
Building alarm	1,264.44	1,500.00	-235.56	84.3%
Gardening service	1,560.00	2,125.00	-565.00	73.4%
Miscellaneous Maint.	8,471.25	11,916.67	-3,445.42	71.1%
<b>Total Building Maintenance</b>	<b>17,012.73</b>	<b>39,566.67</b>	<b>-22,553.94</b>	<b>43.0%</b>
<b>Building Utilities/Service</b>				
Gas and Electric	6,974.55	7,333.33	-358.78	95.1%
Water/Sewer	1,558.52	2,054.17	-495.65	75.9%
<b>Total Building Utilities/Service</b>	<b>8,533.07</b>	<b>9,387.50</b>	<b>-854.43</b>	<b>90.9%</b>
Election	3,855.77	3,900.00	-44.23	98.9%
Memberships	7,390.00	7,600.00	-210.00	97.2%
<b>Office</b>				
Office Expense	2,706.01	2,750.00	-43.99	98.4%
Office Supplies	2,196.03	2,082.50	133.53	106.5%
Telephone	5,047.91	7,333.33	-2,285.42	68.8%
<b>Total Office</b>	<b>9,949.95</b>	<b>12,145.83</b>	<b>-2,195.88</b>	<b>81.9%</b>
<b>Total DISTRICT ACTIVITIES</b>	<b>53,286.27</b>	<b>87,433.33</b>	<b>-34,147.06</b>	<b>60.9%</b>
<b>Staff</b>				
Wages	87,158.74	87,157.58	-0.84	100.0%

**Kensington Fire Protection District**  
**Revenue & Expense Budget vs. Actual**  
 July 2018 through May 2019

	Jul '18 - May 19	Budget	\$ Over Budget	% of Budget
Longevity Pay	1,000.00	1,000.00	0.00	100.0%
Overtime Wages	2,159.78	1,443.75	716.03	149.6%
Vacation Wages	0.00	0.00	0.00	0.0%
Medical/dental Ins compensation	9,218.00	9,218.00	0.00	100.0%
Retirement Contribution	6,623.76	6,623.83	-0.07	100.0%
Payroll Taxes	7,768.40	7,710.00	58.40	100.8%
Workers Compensation/Life Ins	1,842.06	2,000.00	-157.94	92.1%
Payroll Processing	1,513.65	1,507.92	5.73	100.4%
<b>Total Staff</b>	<b>117,282.39</b>	<b>116,661.08</b>	<b>621.31</b>	<b>100.5%</b>
Contingency				
General	0.00	22,916.67	-22,916.67	0.0%
<b>Total Contingency</b>	<b>0.00</b>	<b>22,916.67</b>	<b>-22,916.67</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>3,222,304.96</b>	<b>3,407,641.35</b>	<b>-185,336.39</b>	<b>94.6%</b>
<b>Net Ordinary Income</b>	<b>1,313,163.85</b>	<b>969,199.84</b>	<b>343,964.01</b>	<b>135.5%</b>
Other Income/Expense				
Other Income				
Transfers In - Capital	577,843.12	0.00	577,843.12	100.0%
Transfers In - General	326,454.54	0.00	326,454.54	100.0%
<b>Total Other Income</b>	<b>904,297.66</b>	<b>0.00</b>	<b>904,297.66</b>	<b>100.0%</b>
Other Expense				
Depreciation Expense	0.00	0.00	0.00	0.0%
Transfers Out - Capital	41,423.66	0.00	41,423.66	100.0%
Transfers Out - Special	295,000.00	0.00	295,000.00	100.0%
Transfers Out - General	567,874.00	0.00	567,874.00	100.0%
<Gain>/Loss on Asset Disposal	0.00	0.00	0.00	0.0%
<b>Total Other Expense</b>	<b>904,297.66</b>	<b>0.00</b>	<b>904,297.66</b>	<b>100.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>1,313,163.85</b>	<b>969,199.84</b>	<b>343,964.01</b>	<b>135.5%</b>

# **PUBLIC HEARING**



AGENDA BILL

Subject: Annual Fire Hazard Abatement  
Initiated by: David Gibson, Fire Marshal  
Damien Carrion, Fire Prevention Officer

---

BACKGROUND

The fire department is continuing its annual fire hazard abatement program. This program seeks to remove weeds, rubbish, litter or other flammable material from private properties where such flammable material endangers the public safety by creating a public nuisance and a fire hazard. Most property owners voluntarily abate these hazards without Fire Department involvement. Ideally 100% of the property owners would do so. Experience in prior years suggests most will comply. Any property owners that do not comply will have the District do the work and place the costs on their tax bill.

ANALYSIS/DISCUSSION

The Fire Hazard Abatement process under the direction of the Fire Department should proceed according to Health and Safety Code Sections 14875 et seq which specify the following:

1. The El Cerrito Fire Department on behalf of the Kensington Fire Protection District has determined hazards that must be abated. Pursuant to these code sections, hazards are defined as weeds, rubbish, litter or other flammable materials which create a fire hazard or are otherwise noxious or dangerous and which exist on specific parcels of property within the boundaries of the District.
2. Notice was sent by mail that the Fire District has determined the existence of a public nuisance which must be abated and that a hearing will be held to consider any objections prior to ordering the Fire Chief or his designee to perform abatement.
3. At the July 10, 2019 meeting, the Board of Directors shall hear and consider all objections to the proposed removal of weeds, rubbish, litter or other flammable material. At the conclusion of the hearing, the Board of Directors shall by resolution allow or overrule any objections and order the Fire Chief or his designee to abate some or all of the public nuisance conditions on any remaining parcels which have not been voluntarily cleared by that time. The costs for abatement shall be assessed against the property as a lien and special assessment.
4. At the conclusion of the July 10, 2019 hearing, a second and final notice shall be sent to each property owner prior to abatement. This notice will order the immediate abatement of nuisance conditions. This notice will clearly state that if nuisance conditions are ignored, the

Fire District shall cause abatement and costs for removal will be assessed against the property as a lien and special assessment. It will also indicate that if the conditions are voluntarily abated, the property shall be removed from the process.

5. Sometime between August 11, 2019 and September 3, 2019, if the hazardous conditions are not removed prior to the arrival of the hazard abatement crew, the Kensington Fire Protection District shall cause the weeds, rubbish, refuse, and other flammable material to be removed and shall keep an account of the cost of abatement for each parcel or land where such work is performed.
6. After September 3, 2019, the Fire Chief or his designee shall submit to the Board of Directors of the Fire District for confirmation an itemized written report showing the cost of abatement work performed. A copy of this report shall be posted for at least three days prior to its submission to the Board of Directors. Each property owner upon whose property abatement work was performed shall be sent written notice by mail of a hearing by the Board of Directors to consider the cost of abatement work performed on their property.
7. At the Board meeting on September 11, 2019 the Board of Directors of the Fire District shall receive and consider the written staff report on abatement actions taken by the District and shall hear any objections from the property owners liable to be assessed for the abatement. The Board of Directors may modify the staff report if deemed appropriate and then confirm the report by motion or resolution.
8. After Board of Directors confirmation of the report, a certified copy of the report shall be filed with the county auditor who shall add the amount of the assessment to the next regular tax bill levied against the parcel.

#### FINANCIAL CONSIDERATIONS

The abatement program will be administered by Fire Department staff with minimum costs expended for printing and mailing. Abatement work will be completed by private contract labor as appropriate. Program costs will be recovered through the special assessment and lien process.

#### LEGAL CONSIDERATIONS

The Fire District's Attorney has reviewed and approved the process. The Fire Hazard Abatement Program is exempt from California Environmental Quality Act (CEQA) pursuant to sections 15304 and 15308 or the CEQA Guidelines. Therefore, no further CEQA review is required.

#### RECOMMENDATION

Staff recommends that the Kensington Fire Protection District authorize through the adoption of Resolution 19 -05 the initiation of the abatement process by declaring weeds, rubbish, litter, and other flammable material on specific parcels of property within District boundaries as public nuisances, which must be abated.

Reviewed by: \_\_\_\_\_  
David Gibson, Fire Marshal

ATTACHMENTS

Resolution 19 -05

Resolution List of Address's and APN #'s

July 3, 2019

Fire Hazard Letter from the Fire Marshal

Fire Marshal's Letter of Declared Fire Hazard

July 11, 2019

Kensington Vegetation Management Standards

Fire Hazard Abatement Inspection Form - Example



RESOLUTION 19-05

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT DECLARING THAT WEEDS, RUBBISH, LITTER OR OTHER FLAMMABLE MATERIAL ON DESIGNATED PRIVATE PROPERTIES CONSTITUTES A PUBLIC NUISANCE AND PROVIDING FOR NOTICE THAT THE FIRE CHIEF OR DESIGNEE SHALL ABATE SUCH PUBLIC NUISANCE CONDITIONS IF NOT ABATED BY THE PROPERTY OWNER.

WHEREAS, Health and Safety Code Sections 14875 et seq provides a method by which a local legislative body may abate on private property public nuisance conditions relating to weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, the Fire Marshal for the Kensington Fire Protection District has identified in Exhibit A to this resolution those private properties, by street name, lot and block number, on which the presence of weeds, as defined in Health and Safety Code Section 14875, constitute a public nuisance; and

WHEREAS, Health and Safety Code Sections 14890 through 14899 provide that notice shall be provided to each person to whom the properties identified in Exhibit A is assessed informing those persons that unless the property owner abates those nuisance conditions, that the Fire District shall abate the public nuisance. The notice shall further state that if the Fire District must abate the public nuisance, then the cost of abatement shall be assessed against the property as a special assessment. The notice shall also specify a date for a hearing at which property owners may present objections to the designation of their properties as public nuisances or to the proposed removal of the weeds by the Fire District; and

WHEREAS, Health and Safety Code Section 14900 provides that after the hearing, the local legislative body may, by motion or resolution, order the Fire Chief or designee to abate the public nuisance. After further proceedings, these abatement costs may be assessed against the property as a special assessment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kensington Fire Protection District that the properties listed in Exhibit A to this resolution are declared a public nuisance and such nuisance conditions shall be ordered abated because the presence of weeds, rubbish, litter or other flammable material on those properties create a fire hazard, a menace to the public health or are otherwise noxious or dangerous.

BE IT FURTHER RESOLVED that the notice shall state that a public hearing shall be held on September 11, 2019 at 7:00 p.m. at the Building E in Kensington Park located at 59 Arlington Avenue, Kensington, California. At this hearing, the Board shall receive a written staff report on abatement actions and any objections shall be heard from the property owners identified in Exhibit A liable to be assessed for the abatement.

\*\*\*\*\*

Page Two  
Resolution 19-05  
July 10, 2019

The foregoing resolution was duly and regularly adopted at a regular meeting of the Board of Directors of the Kensington Fire Protection District on the 10th Day of July 2019, by the following vote of the Board:

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

---

Julie Stein, President

ATTEST:

---

Larry Nagel, Secretary

## Resolution List of Address's and APN #'s

Page 1 of 9

<u>APN</u>	<u>Parcel Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
572-222-018-2	20 JESSEN CT	KENSINGTON	CA	94707
571-350-021-2	267 COLUSA AVE	KENSINGTON	CA	94707
571-350-025-3	251 COLUSA AVE	KENSINGTON	CA	94707
571-350-018-8	279 COLUSA AVE	KENSINGTON	CA	94707
571-340-035-5	305 COLUSA	KENSINGTON	CA	94707
571-340-029-8	329 COLUSA AVE	KENSINGTON	CA	94707
571-340-028-0	333 COLUSA AVE	KENSINGTON	CA	94707
571-340-027-2	337 COLUSA AVE	KENSINGTON	CA	94707
571-340-026-4	343 COLUSA AVE	KENSINGTON	CA	94707
571-340-025-6	349 COLUSA AVE	KENSINGTON	CA	94707
571-300-004-9	337 BERKELEY PARK BLVD	KENSINGTON	CA	94707
571-270-029-2	1656 OCEAN VIEW AVE	KENSINGTON	CA	94707
571-270-026-8	441 OCEAN VIEW AVE	KENSINGTON	CA	94707
570-253-005-5	BELOIT AVE	KENSINGTON	CA	94707
570-253-004-8	BELOIT AVE	KENSINGTON	CA	94707
570-253-003-0	BELOIT AVE	KENSINGTON	CA	94707
570-253-002-2	BELOIT AVE	KENSINGTON	CA	94707
570-253-001-4	BELOIT AVE	KENSINGTON	CA	94707
570-251-019-8	298 LOS ALTOS DR	KENSINGTON	CA	94708
570-251-018-0	LOS ALTOS DR	KENSINGTON	CA	94708
570-251-020-6	LOS ALTOS DR	KENSINGTON	CA	94708
570-251-021-4	LOS ALTOS DR	KENSINGTON	CA	94708
571-312-005-2	1620 OCEAN VIEW AVE	KENSINGTON	CA	94707
571-312-009-4	1636 OCEAN VIEW AVE	KENSINGTON	CA	94707
570-253-034-5	303 GRIZZLY PEAK BLVD	KENSINGTON	CA	94708
570-253-020-4	301 GRIZZLY PEAK BLVD	KENSINGTON	CA	94708
570-253-013-9	624 BELOIT AVE	KENSINGTON	CA	94708



## Resolution List of Address's and APN #'s

Page 2 of 9

<u>APN</u>	<u>Parcel Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
570-252-028-8	629 BELOIT AVE	KENSINGTON	CA	94708
570-251-006-5	259 LOS ALTOS DR	KENSINGTON	CA	94708
570-251-007-3	255 LOS ALTOS DR	KENSINGTON	CA	94708
570-252-014-8	254 LOS ALTOS DR	KENSINGTON	CA	94708
570-222-015-2	258 GRIZZLY PEAK BLVD	KENSINGTON	CA	94708
570-222-016-0	260 GRIZZLY PEAK BLVD	KENSINGTON	CA	94708
570-252-005-6	293 GRIZZLY PEAK BLVD	KENSINGTON	CA	94708
570-231-003-7	249 LAKE DR	KENSINGTON	CA	94708
570-232-001-0	212 LAKE DR	KENSINGTON	CA	94708
570-231-019-3	211 LAKE DR	KENSINGTON	CA	94708
570-231-015-1	217 LAKE DR	KENSINGTON	CA	94708
570-232-002-8	214 LAKE DR	KENSINGTON	CA	94708
570-221-003-9	258 LAKE DR	KENSINGTON	CA	94708
570-221-012-0	286 LAKE DR	KENSINGTON	CA	94708
570-222-001-2	527 BELOIT AVE	KENSINGTON	CA	94708
572-014-001-0	1 ARLINGTON AVE	KENSINGTON	CA	94707
572-014-015-0	1 LAWSON RD	KENSINGTON	CA	94707
572-034-012-3	149 LAWSON RD	KENSINGTON	CA	94707
572-014-007-7	82 LAWSON RD	KENSINGTON	CA	94707
572-014-009-3	61 COWPER AVE	KENSINGTON	CA	94707
573-093-012-9	41 KENSINGTON CT	KENSINGTON	CA	94707
573-093-011-1	45 KENSINGTON CT	KENSINGTON	CA	94707
573-093-008-7	46 KENSINGTON CT	KENSINGTON	CA	94707
573-091-009-7	89 KENSINGTON RD	KENSINGTON	CA	94707
573-093-001-2	4 KENSINGTON CT	KENSINGTON	CA	94707
572-027-006-4	41 COWPER AVE	KENSINGTON	CA	94707
572-028-003-0	37 HIGHLAND BLVD	KENSINGTON	CA	94707

**Resolution List of Address's and APN #'s**

<u>APN</u>	<u>Parcel Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
572-028-001-4	43 HIGHLAND BLVD	KENSINGTON	CA	94707
572-032-004-2	25 ARLMONT DR	KENSINGTON	CA	94707
572-032-005-9	15 ARLMONT DR	KENSINGTON	CA	94707
572-032-006-7	55 MARGUERITA RD	KENSINGTON	CA	94707
572-032-007-5	45 MARGUERITA RD	KENSINGTON	CA	94707
572-032-025-7	5 ARLMONT DR	KENSINGTON	CA	94707
572-031-007-6	52 ARLINGTON AVE	KENSINGTON	CA	94707
572-031-003-5	50 ARLINGTON AVE	KENSINGTON	CA	94707
572-024-005-9	1 COWPER AVE	KENSINGTON	CA	94707
572-026-016-4	11 KENILWORTH DR	KENSINGTON	CA	94707
572-202-020-2	98 RINCON RD	KENSINGTON	CA	94707
572-202-032-7	58 ARLINGTON AVE	KENSINGTON	CA	94707
572-012-012-9	23 KERR AVE	KENSINGTON	CA	94707
572-011-006-2	14 KERR AVE	KENSINGTON	CA	94707
572-011-002-1	4 KERR AVE	KENSINGTON	CA	94707
572-012-003-8	5 KERR AVE	KENSINGTON	CA	94707
572-012-002-0	3 KERR AVE	KENSINGTON	CA	94707
572-221-008-4	3 HIGHGATE RD	KENSINGTON	CA	94707
572-221-001-9	1 HIGHGATE RD	KENSINGTON	CA	94707
572-222-008-3	3 JESSEN CT"	KENSINGTON	CA	94707
572-210-001-2	70 RINCON RD	KENSINGTON	CA	94707
572-231-010-8	18 HIGHGATE RD	KENSINGTON	CA	94707
572-222-018-2	20 JESSEN CT	KENSINGTON	CA	94707
572-201-021-1	HIGHGATE RD	KENSINGTON	CA	94707
570-171-003-9	149 PURDUE AVE	KENSINGTON	CA	94708
572-080-017-5	GARDEN DR	KENSINGTON	CA	94708
572-080-005-0	GARDEN DR	KENSINGTON	CA	94708

**Resolution List of Address's and APN #'s**

<u>APN</u>	<u>Parcel Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
572-070-012-8	PURDUE AVE AND GARDEN DR	KENSINGTON	CA	94708
572-080-036-5	4 GARDEN DR	KENSINGTON	CA	94708
572-080-007-6	12 GARDEN DR	KENSINGTON	CA	94708
572-050-013-0	99 PURDUE AVE	KENSINGTON	CA	94708
572-050-009-8	100 PURDUE AVE	KENSINGTON	CA	94708
572-050-005-6	96 PURDUE AVE	KENSINGTON	CA	94708
572-050-022-1	90 PURDUE AVE	KENSINGTON	CA	94708
572-060-012-0	1 DEWEY RD	KENSINGTON	CA	94708
570-171-014-6	189 PURDUE AVE	KENSINGTON	CA	94708
570-171-015-3	195 PURDUE AVE	KENSINGTON	CA	94708
570-192-006-7	240 PURDUE AVE	KENSINGTON	CA	94708
570-203-009-8	295 COLGATE AVE	KENSINGTON	CA	94708
570-203-010-6	293 COLGATE AVE	KENSINGTON	CA	94708
570-203-012-2	285 COLGATE AVE	KENSINGTON	CA	94708
570-130-018-7	426 BELOIT AVE	KENSINGTON	CA	94708
570-203-013-0	275 COLGATE AVE	KENSINGTON	CA	94708
570-142-005-0	270 COLUMBIA AVE	KENSINGTON	CA	94708
570-130-025-2	454 BELOIT AVE	KENSINGTON	CA	94708
572-170-043-2	81 FRANCISCAN WAY	KENSINGTON	CA	94707
572-170-034-1	85 FRANCISCAN WAY	KENSINGTON	CA	94707
572-232-012-3	46 FRANCISCAN WAY	KENSINGTON	CA	94707
572-233-016-3	51 EUREKA AVE	KENSINGTON	CA	94707
572-130-002-7	6 WINDSOR AVE	KENSINGTON	CA	94708
572-130-011-8	38 WINDSOR AVE	KENSINGTON	CA	94708
572-130-015-9	21 WESTMINSTER AVE	KENSINGTON	CA	94708
572-050-016-3	97 HIGHLAND BLVD	KENSINGTON	CA	94708
572-050-017-1	99 HIGHLAND BLVD	KENSINGTON	CA	94708

## Resolution List of Address's and APN #'s

Page 5 of 9

<u>APN</u>	<u>Parcel Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
572-050-024-7	101 HIGHLAND BLVD	KENSINGTON	CA	94708
572-060-027-8	115 HIGHLAND BLVD	KENSINGTON	CA	94708
572-060-028-6	135 HIGHLAND BLVD	KENSINGTON	CA	94708
572-060-029-4	147 HIGHLAND BLVD	KENSINGTON	CA	94708
572-080-028-2	163 HIGHLAND BLVD	KENSINGTON	CA	94708
572-080-032-4	193 HIGHLAND BLVD	KENSINGTON	CA	94708
572-080-031-6	193 HIGHLAND BLVD	KENSINGTON	CA	94708
570-161-009-8	WILLAMETTE AVE	KENSINGTON	CA	94708
570-172-012-9	266 WILLAMETTE AVE	KENSINGTON	CA	94708
572-170-001-0	32 HIGHGATE RD	KENSINGTON	CA	94707
572-170-003-6	61 FRANCISCAN WAY	KENSINGTON	CA	94707
572-170-004-4	65 FRANCISCAN WAY	KENSINGTON	CA	94707
572-231-001-7	2 HIGHGATE RD	KENSINGTON	CA	94707
572-233-001-5	2 FRANCISCAN WAY	KENSINGTON	CA	94707
572-233-002-3	4 ANSON WAY	KENSINGTON	CA	94707
572-232-001-6	4 FRANCISCAN WAY	KENSINGTON	CA	94707
572-232-025-5	15 ANSON WAY	KENSINGTON	CA	94707
572-232-024-8	19 ANSON WAY	KENSINGTON	CA	94707
572-233-007-2	20 ANSON WAY	KENSINGTON	CA	94707
572-233-008-0	24 ANSON WAY	KENSINGTON	CA	94707
572-233-009-8	28 ANSON WAY	KENSINGTON	CA	94707
572-233-010-6	32 ANSON WAY	KENSINGTON	CA	94707
572-232-017-2	47 ANSON WAY	KENSINGTON	CA	94707
572-233-014-8	48 ANSON WAY	KENSINGTON	CA	94707
572-231-020-7	43 FRANCISCAN WAY	KENSINGTON	CA	94707
572-232-012-3	46 FRANCISCAN WAY	KENSINGTON	CA	94707
572-203-009-4	21 ARLINGTON CT	KENSINGTON	CA	94707

Resolution List of Address's and APN #'s

<u>APN</u>	<u>Parcel Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
572-202-027-7	49 NORWOOD AVE	KENSINGTON	CA	94707
572-202-026-9	37 NORWOOD AVE	KENSINGTON	CA	94707
572-181-007-4	16 HIGHGATE CT.	KENSINGTON	CA	94707
572-170-011-9	48 HIGHGATE RD	KENSINGTON	CA	94707
572-181-036-3	HIGHGATE CT	KENSINGTON	CA	94707
572-204-002-8	120 NORWOOD CT	KENSINGTON	CA	94707
572-203-023-5	72 NORWOOD AVE	KENSINGTON	CA	94707
572-203-022-7	70 NORWOOD AVE	KENSINGTON	CA	94707
572-203-020-1	60 NORWOOD AVE	KENSINGTON	CA	94707
572-190-007-3	11 ARLINGTON LN	KENSINGTON	CA	94707
572-190-003-2	3 ARLINGTON LN	KENSINGTON	CA	94707
572-190-001-6	86 ARLINGTON AVE	KENSINGTON	CA	94707
572-160-032-7	26 SUNSET DR	KENSINGTON	CA	94707
572-160-011-1	16 SUNSET DR	KENSINGTON	CA	94707
572-160-013-7	23 SUNSET CT	KENSINGTON	CA	94707
572-170-026-7	3 SUNSET DR	KENSINGTON	CA	94707
572-170-044-0	1 SUNSET DR	KENSINGTON	CA	94707
572-170-032-5	91 FRANCISCAN WAY	KENSINGTON	CA	94707
572-170-035-8	10 REED PL	KENSINGTON	CA	94707
572-170-040-8	30 REED PL	KENSINGTON	CA	94707
570-130-015-3	414 BELOIT AVE	KENSINGTON	CA	94708
570-130-016-1	418 BELOIT AVE	KENSINGTON	CA	94708
570-142-025-8	257 TRINITY AVE	KENSINGTON	CA	94708
570-151-003-3	239 TRINITY AVE	KENSINGTON	CA	94708
570-152-013-1	240 TRINITY AVE	KENSINGTON	CA	94708
570-152-011-5	232 TRINITY AVE	KENSINGTON	CA	94708
570-162-023-8	239 KENYON AVE	KENSINGTON	CA	94708



## Resolution List of Address's and APN #'s

Page 7 of 9

<u>APN</u>	<u>Parcel Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
570-162-025-3	251 KENYON AVE	KENSINGTON	CA	94708
570-031-004-7	211 CAMBRIDGE AVE	KENSINGTON	CA	94708
570-032-009-5	218 CAMBRIDGE AVE	KENSINGTON	CA	94708
570-031-012-0	233 CAMBRIDGE AVE	KENSINGTON	CA	94708
570-031-013-8	235 CAMBRIDGE AVE	KENSINGTON	CA	94708
570-130-012-0	257 CAMBRIDGE AVE	KENSINGTON	CA	94708
570-130-009-6	267 CAMBRIDGE AVE	KENSINGTON	CA	94708
570-130-008-8	401 YALE AVE	KENSINGTON	CA	94708
570-130-007-0	409 YALE AVE	KENSINGTON	CA	94708
570-130-002-1	427 YALE AVE	KENSINGTON	CA	94708
570-122-020-3	400 YALE AVE	KENSINGTON	CA	94708
570-122-025-2	309 VASSAR AVE	KENSINGTON	CA	94708
570-121-020-4	310 VASSAR AVE	KENSINGTON	CA	94708
570-121-019-6	314 VASSAR AVE	KENSINGTON	CA	94708
570-121-018-8	318 VASSAR AVE	KENSINGTON	CA	94708
570-121-015-4	320 VASSAR AVE	KENSINGTON	CA	94708
570-093-007-5	363 YALE AVE	KENSINGTON	CA	94708
570-041-016-9	210 STANFORD AVE	KENSINGTON	CA	94708
570-032-014-5	730 WELLESLEY AVE	KENSINGTON	CA	94708
570-032-015-2	712 WELLESLEY AVE	KENSINGTON	CA	94708
570-012-002-4	190 STANFORD AVE	KENSINGTON	CA	94708
570-041-009-4	205 YALE AVE	KENSINGTON	CA	94708
570-041-002-9	223 YALE AVE	KENSINGTON	CA	94708
570-071-001-4	230 YALE AVE	KENSINGTON	CA	94708
570-050-027-4	243 ARLINGTON AVE	KENSINGTON	CA	94708
571-030-014-5	17 KINGSTON RD	KENSINGTON	CA	94707
571-030-017-8	21 KINGSTON RD	KENSINGTON	CA	94707

## Resolution List of Address's and APN #'s

Page 8 of 9

<u>APN</u>	<u>Parcel Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
571-021-010-4	25 KINGSTON RD	KENSINGTON	CA	94707
571-022-012-9	26 KINGSTON RD	KENSINGTON	CA	94707
571-021-034-4	37 KINGSTON RD	KENSINGTON	CA	94707
571-010-013-1	92 KINGSTON RD	KENSINGTON	CA	94707
571-010-015-6	84 KINGSTON RD	KENSINGTON	CA	94707
571-010-001-6	73 KINGSTON RD	KENSINGTON	CA	94707
571-211-011-2	1 LENOX RD	KENSINGTON	CA	94707
571-110-020-5	9 LENOX RD	KENSINGTON	CA	94707
571-211-013-8	8 BEVERLY RD	KENSINGTON	CA	94707
571-211-004-7	18 BEVERLY RD	KENSINGTON	CA	94707
571-200-011-5	43 BEVERLY RD	KENSINGTON	CA	94707
571-200-014-9	55 STRATFORD RD	KENSINGTON	CA	94707
571-190-013-3	83 STRATFORD RD	KENSINGTON	CA	94707
571-190-011-7	91 STRATFORD RD	KENSINGTON	CA	94707
571-190-010-9	657 COVENTRY RD	KENSINGTON	CA	94707
571-170-007-9	645 COVENTRY RD	KENSINGTON	CA	94707
571-140-014-2	700 COVENTRY RD	KENSINGTON	CA	94707
571-120-015-3	33 LENOX RD	KENSINGTON	CA	94707
571-110-011-4	79 ARDMORE RD	KENSINGTON	CA	94707
571-110-012-2	81 ARDMORE RD	KENSINGTON	CA	94707
571-080-018-5	170 ARDMORE RD	KENSINGTON	CA	94707
571-080-012-8	801 COVENTRY RD	KENSINGTON	CA	94707
571-070-001-3	820 COVENTRY RD	KENSINGTON	CA	94707
571-070-019-5	24 EAGLE HILL	KENSINGTON	CA	94707
571-070-009-6	20 EAGLE HILL	KENSINGTON	CA	94707
571-150-011-5	95 EDGE CROFT RD	KENSINGTON	CA	94707
571-070-011-2	12 EAGLE HILL	KENSINGTON	CA	94707

**Resolution List of Address's and APN #'s**

Page 9 of 9

<u>APN</u>	<u>Parcel Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
571-070-012-0	8 EAGLE HILL	KENSINGTON	CA	94707
571-130-016-9	737 COVENTRY RD	KENSINGTON	CA	94707
571-130-017-7	729 COVENTRY RD	KENSINGTON	CA	94707
571-130-019-3	725 COVENTRY RD	KENSINGTON	CA	94707
571-130-020-1	721 COVENTRY RD	KENSINGTON	CA	94707
571-130-022-7	717 COVENTRY RD	KENSINGTON	CA	94707
571-140-026-6	640 COVENTRY RD	KENSINGTON	CA	94707
571-140-025-8	636 COVENTRY RD	KENSINGTON	CA	94707
571-160-014-7	600 COVENTRY RD	KENSINGTON	CA	94707
571-170-016-0	539 COVENTRY RD	KENSINGTON	CA	94707
571-180-013-5	3 MARCHANT GDNS	KENSINGTON	CA	94707
571-250-034-6	10 WILLOW LN	KENSINGTON	CA	94707
571-180-011-9	87 RICHARDSON RD	KENSINGTON	CA	94707
572-201-004-7	33 HIGHGATE RD	KENSINGTON	CA	94707
572-181-039-7	65 HIGHGATE RD	KENSINGTON	CA	94707
572-182-016-4	79 NORWOOD AVE	KENSINGTON	CA	94707
572-029-012-0	131 LAWSON RD	KENSINGTON	CA	94707
572-070-014-4	133 PURDUE AVE	KENSINGTON	CA	94707
572-070-013-6	131 PURDUE AVE	KENSINGTON	CA	94707
572-070-003-7	135 PURDUE AVE	KENSINGTON	CA	94707
572-060-018-7	129 PURDUE AVE	KENSINGTON	CA	94707
572-060-017-9	123 PURDUE AVE	KENSINGTON	CA	94708
571-021-024-5	71 KINGSTON RD.	KENSINGTON	CA	94707
571-300-024-7	1635 OAK VIEW AVE.	KENSINGTON	CA	94707
570-171-002-1	145 PURDUE AVE	KENSINGTON	CA	94708



## EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530  
(510) 215-4457 • FAX (510) 232-4917 • [fpo@ci.el-cerrito.ca.us](mailto:fpo@ci.el-cerrito.ca.us)



Parcel Number:  
Property Address:  
Property Owner:  
Property Owner's Address:

Dear Kensington Property Owner:

We are approaching the season of our highest fire danger when the grass, weeds, refuse, brush and other vegetation dry out and become highly flammable. To reduce the fire danger on private property, the Fire Department is beginning its annual Fire Hazard Abatement Program. We have inspected your property and found that it does not comply with the Vegetation Management Standards set forth in the Kensington Fire Protection District Vegetation Management Standards. You are being contacted now so that you may remove those fire hazard conditions found on your property.

Please find the enclosed copy of the Fire Hazard Abatement Inspection form for the property listed above. **Please read this inspection form carefully.** In general, the Fire Department is concerned with removing refuse, dry and/or dead vegetation that is easily ignitable and capable of burning structures and endangering lives.

On July 10, 2019 the Kensington Fire Protection District Board of Directors will hold a hearing to declare those properties not in compliance with the Vegetation Management Standards as a public nuisance. We require that you bring your property into compliance prior to the July 10, 2019 hearing. Once your property meets the Vegetation Management Standards please contact Fire Prevention Office for re-inspection. Once your property meets the standards you will be removed from the Fire Department list of non-compliant properties and will not be subject to further abatement actions.

The enclosed Vegetation Management Standards provide an explanation of the vegetation clearing and maintenance standards to be followed. If you would like your property inspected by our Fire Prevention Officer, Captain Damien Carrion, at no cost, we will identify your specific fire hazards and provide you with the information needed to meet our standards. We urge you to call the Fire Prevention office at (510) 215-4457 with any questions about clearing or maintaining your property or to schedule an inspection.

Thank you for your cooperation in making Kensington a fire safe community.

Sincerely,

*David Gibson*

David Gibson, Fire Marshal



## KENSINGTON FIRE PROTECTION DISTRICT

c/o El Cerrito Fire Department  
10900 San Pablo Avenue  
El Cerrito, CA 94530  
(510) 215-4450  
FAX (510) 232-4917

July 11, 2019

Parcel Number:  
Property Address:  
Property Owner:  
Property Owner's Address:

### **NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH, REFUSE AND OTHER FLAMMABLE MATERIAL**

On **July 10, 2019**, the Kensington Fire Protection District Board of Directors declared that your property in the Kensington community, designated above by address and parcel number, constitutes a public nuisance because of the presence of weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health, or is otherwise noxious or dangerous.

A previous notice was sent to you informing you of the July 10, 2019 hearing and further informing you of your obligation to remove the weeds, rubbish, refuse and other flammable material from your property. **If you do not immediately abate these nuisance conditions, the District will do so and the costs for removal of the weeds, rubbish, refuse and other flammable material will be assessed against your property as a lien and special assessment.** These removal costs shall then be collected in the time and manner of ordinary municipal taxes.

**You will not receive any further notices from the District prior to this removal.** The District shall perform this removal either through its own staff or through private contract sometime between **August 11, 2019 and September 3, 2019**. It is impossible to predict what it will cost the District to remove these nuisance conditions from your property. The costs depend on the severity of those conditions. In past years these abatement costs have sometimes exceeded \$5,000 per parcel for those parcels with severe nuisance conditions.

The Kensington Fire Protection District Board of Directors will hold a public hearing on **September 11, 2019 at 7:00 p.m.** at Building E in Kensington Park located at 59 Arlington Avenue, Kensington, California. At this hearing, the Board will receive the staff report and cost of abatement for your property. Objections to the abatement costs can be heard at this public hearing. Contact the Fire Department for the location of the meeting.

If you have any questions, contact the Fire Department at 10900 San Pablo Avenue, El Cerrito, CA 94530. The phone number is (510) 215-4457.

*David Gibson*  
David Gibson  
Fire Marshal



## Kensington Fire Protection District Fire Hazard Reduction Program

### I. INTRODUCTION

#### A. Purpose of Vegetation Management Standards

Along with California's growth of population and expanding development, urban housing has interfaced with wildland areas. California communities have experienced devastating fire loss because of the severity of fires which occur in these interface areas. In these areas the risk of conflagration is increased further by homeowners who create uncontrolled landscaping of native and non-native plants on their properties. Thousands of homes are threatened by fire every year in California largely because of this heavy vegetation fuel load very near structures.

Almost the entire community of Kensington is considered to be a wildland interface area which increases the community's risk of loss from devastating fire. These areas have been identified by the California Department of Forestry (Cal Fire) and the Kensington Fire Protection District as a Very High Fire Hazard Severity (VHFHS) Zone. As specified by State Law AB 337, property owners within these zones must take special precautions with their property, including vegetation management, to reduce the risk of fire.

The buildup of unmanaged vegetation, whether native or non-native, steep hillsides with canyons, draws, and periods of extremely hot, dry weather all combine to create in Kensington the potential for catastrophic fire behavior such as occurred in the Oakland/Berkeley Hills Fire of October 1991. Catastrophic fires can destroy large numbers of homes, threaten public safety and severely damage the natural areas which contribute to our high quality of living.

A key goal of local community fire protection planning is to reduce the level of fire hazards in the Kensington wildland interface areas, designated as a VHFHS Zone. While it is not possible to eliminate all threats of catastrophic wildfire, fire hazards can be reduced to acceptable levels and still allow a "green" Kensington.

Vegetation management planning in the VHFHS Zone focuses on areas where fire poses the greatest risk to life and property. There are three specific goals of the program:

1. Keep all fires small. Small fires generally are cooler than large fires and are more easily extinguished.
2. Limit the speed with which any fire will grow. Fires need fuel to burn; if fuel is available, fires will continue to grow rapidly. Fuel must be limited or made unavailable to spreading fire.
3. Make it more difficult for fires to ignite and spread. Small fires can ignite progressively larger fuels. Small fuels are like kindling and are easily ignited. Reducing and separating kindling fuels from larger fuels reduces sources for ignition and the potential for fire spread.

Fires will continue to be a part of California urban living. By implementing vegetation management standards, Kensington residents can significantly reduce the potential that a small fire will grow into a catastrophic event involving one or more structures. The primary method of stopping fire spread is by increasing separation distances between combustible fuels. An important component of reducing the community's fire risk requires vegetation management to be practiced by property owners.

#### B. Fire Safe Vegetation Management Concepts

There are three basic methods employed to manage vegetation fuels: firebreaks, fuel breaks and ornamental landscaping. A firebreak eliminates all flammable vegetation and combustible growth. Appropriate ornamental landscaping is acceptable in this area. A fuel break reduces the fuel mass of flammable vegetation and combustible growth, thereby limiting the intensity of fire and slowing its rate of spread. Ornamental landscaping provides a yard or garden with decorative fire resistive plants that are

irrigated, maintained and arranged to be aesthetically pleasing, functionally useful and enhance fire safety. Refer to the definitions listed for these terms.

Within the VHFHS Zone, structures are to be protected from wildfire by creating firebreaks immediately surrounding structures and fuel breaks further out from structures. Within 30 feet of a structure a firebreak should be created which contains well-irrigated, maintained and appropriately spaced ornamental landscaping with fire resistant plants. All flammable vegetation and combustible growth in this area immediately surrounding a structure should be eliminated. This creates a safety margin of defensible space so that wildfire can be stopped before it reaches a structure.

A fuel break should be created from 30 feet to 100 feet from structures located within the VHFHS Zones. The heightened risk of wildfire within the VHFHS Zones makes it necessary to provide an added safety margin of defensible space for all structures and a fuel break will provide this extra protection. Fuel breaks are meant to reduce fire hazardous vegetation and maintain it to specified heights and arrangements, limiting fire intensity and impeding fire spread. The purpose of the fuel break is to deny any fire entering it sufficient fuel to sustain fire intensity and speed. By the time it reaches the firebreak area containing ornamental landscaping nearer the structure, the now low-intensity fire should be stopped easily by the firebreak surrounding the structure.

Ornamental landscaping with fire resistant plants is encouraged as a long term approach to maintain yard and garden vegetation in a fire safe manner. Landscaping with healthy, appropriately irrigated plants and ground cover provides a permanent reduction of the fire hazard adjacent to structures when such landscaping is maintained at regular intervals. Ornamental landscaping can enhance a firebreak by inhibiting the growth of weeds, grass, brush and similar fire hazardous vegetation. A list of fire resistant and highly flammable plants is available on the Diablo Firesafe Council website at <http://diablofiresafe.org/tolerance.html>.

### C. Process

No person shall be prosecuted criminally under the provisions of Section 4 of the Kensington Fire Protection District Ordinance 95-1 until that person has received written notice of how that property violates these standards and until that person has had the reasonable opportunity to meet with District staff concerning the violation. Civil Enforcement of these guidelines as provided for in Section 5 of Ordinance 95-1, pursuant to California Health and Safety Code Section 14912 et. seq. Civil procedures for fire hazard abatement include providing the property owner with (1) written notice on how the property violates these guidelines, (2) reasonable opportunity to meet with District staff to discuss this matter and (3) opportunity to be heard before the Board of Directors of the Kensington Fire Protection District.

## II. FIRE HAZARD REDUCTION GUIDELINES

Many factors combine to create a fire hazard on any specific property. It is difficult to single out a specific vegetation species or configuration to declare it either fire hazardous or completely fire safe in all situations. The Fire District has developed guidelines conforming to State Law and National Fire Protection Standards which address most situations found on private property within Kensington. Please read these guidelines along with the accompanying glossary. If you are still unsure of how to proceed please call the Fire District and we will work with you to develop a fire hazard reduction plan for your property.

### A. Hazard Zones

Almost the entire area of the community of Kensington lies adjacent or near to large wildland areas containing steep slopes and naturally growing trees, brush and grasses. Every year under certain critical weather conditions, the neighborhoods near these wildland areas are at a heightened risk of a seasonal wildfire sweeping into the residential areas and burning homes. The area of Kensington at heightened risk of wildfire has been designated as a Very High Fire Hazard Severity (VHFHS) Zone. The small area remaining in Kensington faces a lesser risk of wildfire.

Fire hazard reduction measures common to the entire community of Kensington are required on both vacant and developed lots:

1. Property owners must ensure that all vegetation, native or non-native, shall be maintained so as not to constitute a fire hazard.
2. Property owners must maintain their property either by ornamental landscaping or by establishing a fuel break along the property line and adjacent to structures. For properties within the VHFHS Zone, there are additional requirements for firebreaks within 30 feet of structures and fuel breaks from 30 to 100 feet.
3. Property owners are responsible for clearance and maintenance of their own property only. Property owners will be required, however, to create fuel breaks on their property to protect neighboring structures. Dimensions of fuel breaks will depend on the proximity of neighboring structures and on whether the properties are within VHFHS Zone.
4. All brush, weeds, grass and fire hazardous vegetation within 10 feet of any usable road surface, public way or combustible fence shall be maintained in a non-hazardous condition with a fuel break.
5. Property owners must maintain their property free from all nuisances, including debris, garbage, rubbish and trash, hazardous materials, junk and noxious growth.

#### B. Ornamental Landscaping

Ornamental landscaping is encouraged throughout the community of Kensington to enhance fire safety. Ornamental landscaping consists of decorative plants growing within a tended garden or yard which are well watered, maintained and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control.

With the VHFHS Zone, ornamental landscaping in the 30 foot firebreak adjacent to structures must meet the following requirements:

1. Ornamental landscaping shall be maintained free of dead wood and litter, and trimmed of small twigs and branches at least two (2) feet or 1/3 of their height from the ground, whichever is less.
2. Ornamental landscaping must be healthy, pruned, adequately irrigated and regularly maintained so that plants and the area beneath them are free from dead or dying material.
3. Single specimen trees must be trimmed and maintained.
4. Ground cover may be used as part of ornamental landscaping provided it is kept green, free of dead wood and litter, and at a height so that they do not form a means of rapidly transmitting fire from native growth (located outside the firebreak) to any building or structure.

#### C. Vegetation Management Standards

Vegetation management standards exist for the entire community, including areas designated as a VHFHS Zone. Refer to the glossary for a definition of terms used in these standards.

##### 1. **Properties within VHFHS Zone:**

- a. Firebreaks must be created and maintained in areas within 30 feet of any occupied dwelling.
- b. Fuel Breaks must be created and maintained in areas extending from 30 to 100 feet surrounding any structure.

- c. Fuel Breaks must be created and maintained on vacant lots 30 feet wide along the property line and 100 feet from neighboring structures.

**2. Properties outside VHFHS Zone:**

- a. Fuel Breaks must be created and maintained in areas within 30 feet of any structure.
- b. Fuel Breaks must be created and maintained on vacant lots to be 10 feet wide along the property line.

**3. Vegetation Management Standards for Firebreaks:**

- a. All flammable vegetation or combustible growth must be removed and cleared away, thereby eliminating fire hazardous vegetation fuels which can rapidly transmit fire.
- b. Adequately irrigated and maintained ornamental landscaping is not flammable vegetation or combustible growth, and is encouraged within a firebreak.
- c. Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark. On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3<sup>rd</sup> of their height up to 6' above the ground, but in no case less than 18 inches from the ground.
- d. Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
- e. All roof surfaces shall be maintained free of substantial accumulations of needles, twigs and any other combustible matter.
- f. All cut vegetation and debris must be disposed of either by hauling and dumping in a lawful manner, or by chipping and dispersing over the property in a manner and to a height which will not constitute a fire hazard.
- g. Chipped materials which are spread on the ground shall be of a size no greater than 1 inch by 1 inch by 3 inches.

**4. Vegetation Management Standards for Fuel Breaks:**

- a. Maintain ornamental landscaping in yards.
- b. All fire hazardous vegetation with the exception of weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.
- c. All weeds and grass shall be cleared and maintained at a height no greater than 6 inches above the ground.
- d. Remove from trees all vines, loose papery bark and dead branches.
- e. All cut vegetation and debris must be disposed of either by hauling and dumping in a lawful manner, or by chipping and dispersing over the property in a manner and to a height which will not constitute a fire hazard.
- f. Chipped materials which are spread on the ground shall be of a size no greater than 1 inch by 1 inch by 3 inches.

## 5. Additional Considerations for Vegetation Management:

- a. The Fire Hazard Abatement Program is intended to promote community fire safety by reducing the combustible vegetation fuel mass on private properties. Clearing vegetation by heavy construction methods, such as grading, discing, trenching or dozing shall require special permits from the County. **Disposal by burning is not permitted.**
- b. Any parcel where slope stability will be threatened by removal of plants may be exempt from treatment requirements or subject to alternate treatments. The property owner must submit a report documenting the probability of slope failure due to vegetation removal, prepared by a licensed civil, geotechnical or soils engineer. The report shall propose alternative methods to address fire hazards. The report will be reviewed by staff. Review and acceptance by the district of alternative treatment will supersede other requirements.
- c. Any parcel or lot which includes plant or animal species that are rare, endangered or of special concern may qualify for alternative plant treatment and spacing requirements. The property owner must submit a report from a qualified resource biologist or landscape architect describing the species and the actions required to preserve. The report will be reviewed by the district. Review and acceptance by the district of alternative treatment will supersede other requirements.

### D. Planting Considerations

Any plant will burn if the conditions are right. Some plants are considered to be extremely flammable while other plants are considered to have some resistance to fire. Verifiable tests of fire exposure characteristics for all specific ornamental landscaping plants are not available.

The Vegetation Management Standards for Kensington utilizes available information from the Diablo Firesafe Council at <http://diablofiresafe.org/tolerance.html> under Table 1 Plants with a Favorable Fire performance Rating in 3 or More References.

At the base of trees and shrubs, replace flammable vegetation with bark, mulch, rock, gravel or low-growing or more fire-resistant ground covers. This cover reduces the fire danger and minimizes weeds. Avoid placing medium-sized shrubs beneath trees or taller shrubs. By breaking up the available fuel mass in ornamental landscaping, a fire will be kept at lower intensity, flame lengths will be shorter and fire will be less likely to form a continuous line or front.

### E. Structural Fire Safety

The District's roofing and vegetation management standards are designed to reduce the amount of airborne burning material, limiting fire spread. Once a fire starts, it is often accelerated by wind-borne burning material. Burning embers or brands are the main source of fire spread in mixed urban-wildland areas. The roof of a house is most vulnerable to this type of ignition followed by openings such as vents. Spark arresters with a maximum of ½" openings in the mesh are required over the outlet of every chimney. Class A is the top rating for fire resistive roofing, followed by Classes B and C. State law and District Ordinance requires that all roofing within the VHFHS Zone be Class B or better in new construction or replacement of more than 50% of the roof. It is recommended to cover vent openings with ¼ inch openings in the mesh to prevent flying embers from entering the structure.



### III. GLOSSARY OF TERMS

The following terms are used to describe the vegetation management standards in California State Law and in the Kensington Fire Protection District's Fire Hazard Reduction Program.

**Very High Fire Hazard Severity (VHFHS) Zones:** Any geographic area designated per Government Code Section 51178 to contain the type and condition of vegetation, topography, weather and structure density to potentially increase the possibility of wildland conflagration fires. As a community adjacent to extensive wildland areas, almost the entire community of Kensington is designated as a VHFHS Zone. A map of this zone is available from the Fire District. Fire hazard reduction standards are more extensive for properties located within VHFHS Zone.

**Defensible Space:** A concept in landscape design for homes which provides a band of managed vegetation around a home that slows movement of fire by reducing or denying fuel and provides a space for firefighters to take a stand to protect the house.

**Fire Resistant Plants:** A relative term used to describe plants that are "more resistant" or "less resistant" than other plants to fire. Given enough heat, all vegetation will burn. Yet plants in fact differ in how fast they burn, how high a flame they produce and their ability to survive fire. Fire resistance is enhanced by higher amounts of moisture within twigs and foliage. Fire-resistant plants can lose this quality altogether if not properly maintained and irrigated. The Vegetation Management Standards for El Cerrito utilizes available information from the Diablo Firesafe Council at <http://diablofiresafe.org/tolerance.html> under Table 1 Plants with a Favorable Fire performance Rating in 3 or More References.

**Fire Hazardous Vegetation:** Plants which can burn easily because they generate dry undergrowth, contain flammable oils or produce significant quantities of dead or dying material. Hazardous vegetation is fuel which must be removed or strictly maintained so as not to constitute a fire hazard by igniting easily and then contributing to rapid fire spread. Seasonally dry grass, weeds, brush, and unmaintained and unirrigated trees and ornamental vegetation are examples of fire hazardous vegetation. Properly chipped, mulched and disbursed material does not constitute fire hazardous vegetation. Fire hazardous vegetation is also known as **flammable vegetation and combustible growth**.

**Ornamental Landscaping:** Decorative plants growing within a tended garden or yard which are appropriately irrigated, maintained and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control. The use of fire-resistant plants and the removal of fire hazardous vegetation will enhance fire safety.

**Firebreak:** An area in which all flammable vegetation or combustible growth is removed and cleared away, thereby eliminating fire hazardous vegetation fuels which can rapidly transmit fire. Ornamental landscaping is permissible within a firebreak as long as it is adequately irrigated, maintained and spaced so as not to provide a means of rapidly transmitting fire. Compare to **fuel break**.

**Fuel Break:** An area in which all flammable vegetation or combustible growth is reduced and cleared away according to established standards, thereby limiting the mass and arrangement of fire hazardous vegetation fuels which can rapidly transmit fire. Appropriate ornamental landscaping is permissible within a fuel break. Fuel reduction standards for fuel breaks limit the height of certain vegetation (brush, native shrubs, weeds and grasses). Remove from trees any fuels which can ladder fire into the canopies, and provide adequate spacing between remaining plants. Compare to **firebreak**.

# Fire Hazard Abatement Inspection Form

Owner/Tenant	John Doe
APN	111-111-111-1
Site Address	123 Main Street
Site City	Kensington
Site State	CA
Site Zip	94707
Legal Property Owner	John Doe
Owner 2	Jane Doe
Mailing Address	123 Main Street
Mailing City	Kensington
Mailing State	CA
Mailing Zip	94707

***YOUR PROPERTY IS NOT IN COMPLIANCE WITH THE FIRE CODE. YOU MUST COMPLETE THE FOLLOWING REQUIREMENTS:***

<b>FIRE BREAK (ELIMINATE) Within 30' of a structure</b>	Eliminate Hazardous vegetation, Maintain ornamental landscaping, Remove dead wood overhanging structures, Mature trees: Remove limbs 10' from ground, Small trees: Remove limbs 1/3 distance from ground, Provide 10' Clearance from chimney, Clear roof of combustible debris
<b>FUEL BREAK (REDUCE) 30'- 100' FROM STRUCTURE</b>	Cut and maintain grass/weeds - 6", Clean and maintain hazardous vegetation - 18", Clear 10' from roadside
<b>Both Fire Break &amp; Fuel Break Requirements</b>	Dispose of cut vegetation and debris, Remove vines, loose papyery bark and loose branches, Install 1/2" screen covering on chimney and stovepipes
<b>COMMENTS</b>	Specific Comments Added Here
<b>Property Description</b>	<i>Field not completed.</i>
<b>Inspected By</b>	John Smith
<b>Inspection Number</b>	19-2000
<b>Date of Inspection</b>	6/5/2019 3:15 PM

# **CHIEF'S REPORT**



## EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530  
(510) 215-4450 • FAX (510) 232-4917

[www.el-cerrito.org](http://www.el-cerrito.org)



**DATE:** July 3, 2019  
**TO:** Kensington Fire Protection District Board Members  
**FROM:** Michael Pigoni: Fire Chief  
**RE:** **Fire Chief's Report for July 2019**

---

### Run Reports

There were 26 calls for service in the Kensington Community last month. This was an increase over last month primarily due to several smoke investigations resulting from the vegetation fire earlier in the month in Solano and Yolo Counties. There was a vegetation fire on Canon Drive on June 16<sup>th</sup>. The fire was of a suspicious nature but was contained to a small 10' x 10' area. Overall there were no major fires and no loss of property this month.

### Fire Hazard Reduction Plan

The Fire Prevention Office is continuing with inspection of parcels that were cited for vegetation violations. As reported before, there was a sharp increase in the violations this year. It appears that residents are working diligently to correct the issues. The Fire Department will continue with reinspection's throughout the next two months.

### Emergency Operations Plan

The review and update of the Emergency Operations Plan continues. The Fire Department received a 60% draft to review and a copy will be forwarded to the Board for review. The Kensington Annex section is still in progress. The annex will cover the roles that the District Board will fill and their responsibilities. Below is a summary of these roles and this will be discussed further at the Board meeting.

After a major emergency or disaster, the KFPD Board of Directors will assemble at the Kensington Public Safety Building or other designated location as soon as possible. The basic role of the Board is to manage and coordinate the overall emergency response and recovery activities within the community through a supportive role to the Emergency Operations Center. The Boards primary responsibility in a major event such as a devastating fire or earthquake is the continuity of leadership and government of the District act as required to mitigate the immediate threats and begin recovery operations.

During a major emergency or disaster, the KFPD Board of Directors will remain as the policy and legislative body and will not assume responsibility of day to day fire department operations. Emergency operations will be administered through the El Cerrito Fire Department's Departmental Operation Center or the City's Emergency Operations Center as the Incident Commander or Emergency Operations Manager determines appropriate.

A major disaster could also include the death or injury to partial or all the established governing board of the Kensington Fire Protection District (KFPD). The Board needs to consider measures that insure continuity of



government and under California Governmental Code, the Board is permitted to appoint standby officers for each member or at large that would assume the role and have the authority and powers as regular officers to ensure continuity of government. There are other measures that could and should be considered.

The Board is also required to complete certain training related to the emergency operations which include introduction and understanding of the National Incident Management System (NIMS). The first step if any member has not taken a FEMA online course in recent years is to obtain a FEMA SID number which is their identification number used to track your courses. The link to register is at <https://cdp.dhs.gov/femasid>

All Board members need to take these online courses, take the tests and print out their certifications. The link to the FEMA site is <https://training.fema.gov/>

The courses required are IS-100.C “Introduction to the Incident Command System”, IS-200.C “Basic Incident Command System for Initial Response” and IS-700 “NIMS, An Introduction”. These course will bring the Fire District into compliance with FEMA in the event of a major emergency.

### **State Homeland Security Grant**

The Fire Department has received approval for a grant of \$14,508.00 for the purchase of rope rescue equipment, more specifically an Arizona Vortex System that is used for high anchor points in performing rescue over the side of a mountain or on steep slopes. This grant was received through the Contra Costa County Sheriffs Office of Emergency Services that oversees the State program. This equipment will complement the Department’s technical rescue program and provide greater safety and efficiency when dealing with this type of an incident. The picture to the right is from a recent training in Chico that some of our new firefighters attended.





# **NEW BUSINESS**

5/01/19



## EXISTING PUBLIC SAFETY AND PARK PRIORITY & SCHEDULE AND DECISIONS

### EXISTING PUBLIC SAFETY BUILDING

The existing building at 5800 SF is obsolete with KFPD with administration and fire operations and KPPCSD administration and police operations fail to meet functional requirements. KFPD occupies about 3800 SF and KPPCSD 2000 SF.

### PRIORITIES, SCHEDULE, DECISIONS TO BE MADE OR COMMENTS

1. The initial geological investigation found an earthquake fault within 50' of the building; this triggers the need to update the geological investigation to account for the closest fault. The existing building can be renovated but not replaced.

Require Board approval now for a structural engineering analysis fee estimated at \$20,000.

Schedule to complete 30 days. Requires Board approval.

2. The rough project budget is over \$2 to \$ 2.5 Million plus and maintenance which averages \$130,000 per year escalated at 5% increases costing \$ 2 M plus with inflation of 20 years. It is anticipated that life span of the improvements will last about 15-20 years and the value of construction cost would be realized.
3. It is not likely that a new building effort would take place for many years and given the tight quarters and the inadequate functionality for both KFPD and KPPCSD. It is under consideration that KFPD would displace KPPCSD's space and make major interior changes to better fit the fire operations and administration functional needs. Requires Board approval
4. Undertake preliminary interior designs and engineering services. Requires Board approval for design services and updated construction estimate
5. We propose a joint KPPCSD and KFPD Community Meeting to determine which direction to follow. In the case no clear decision can be reached, the KFPD will decide with KPPCSD input. Requires Board approval.
6. KFPD and KPPCSD AD Hoc meetings

### PROPOSED NEW PUBLIC SAFETY BUILDING LOCATED IN THE PARK

A new, modern 10,000 SF Public Safety building program has been developed for the Park Site with KFPD having 5,300 SF, KPPCSD having 2,500 SF and 1,600 SF shared space at a cost of about \$12 M construction.

The only site for a new building possible for the new Public Building is in the Park. There are no large half acre (+/-) sites to build in Kensington which also meet the need for a central location to ensure optimal response time. Our preferred location is adjacent to the library facing Arlington Avenue.

We looked at the north end of the parking lot which is owned by the Community Church at the north end and KPPCSD at the south end land swatch. We dropped the site due to reduction of park capacity and fire operational and building design difficulties ensuing from a raised site, steep grades and a narrow street.

#### PRIORITIES, SCHEDULE, DECISIONS TO BE MADE OR COMMENTS

1. There are several issues to resolve before the site can be cleared for use:
  - KPPCSD has not shown any interest or helping or aiding making the site possible even through it would in their best interest.
  - The 13 acre park was purchased from the School District with a Bond Issue approved by the voters and some residents are strongly opposed to locating the proposed Public Safety Building in the Park. They have not budged from their original position even though we have no other options.
  - Although the Bond Issue language does not address future changes to the Park there is a need to get a legal opinion from a Bond Issue expert attorney if there any restrictions implied or not if a new public project is sited on public property. Requires Board approval
2. KFPD and KPPCSD AD Hoc meetings
3. With KPPCSD begin the preliminary planning approval process with Contra Costa County Department of Conservation and Development planning staff.
4. Retain a geological engineering firm to perform a geotechnical investigation for the proposed Park Site including seismic vault trenching north/south across park building footprint, soils sample and map possible soil slideage. Requires Board approval.
5. Joint KPPCSD and KFPD Community Meeting to present options for either the existing Public Safety Building or Park Site. Requires Board approval
6. We have partial cash on hand and will need a loan for the construction and soft costs.
7. The new building for both agencies would take 9 months or more for zoning and 18 months or more for construction .

End

RossDrulisCusenbery Architecture

Proj No <b>2016029</b>	<b>Kensington Fire Station Master Plan</b>	Extra Service Request	<b>ESR 002</b>
	<b>Extra Services Request</b>	Date:	<b>07/08/2019</b>
<b>RossDrulisCusenbery</b>		Owner's Contract Number:	

<b>Description:</b>		<b>Additional Programming, Master Plan and Structural Services</b>	
Design Change - Project	<u>  X  </u>	Originator	<u>  Mallory Cusenbery  </u>
Scope Change - Services	<u>  X  </u>	Reference Documents	<u>  None  </u>
Added Consultants	<u>          </u>	ASI Number	<u>  None  </u>

**DESCRIPTION OF POTENTIAL CHANGE**

Scope of Services: The scope of services include the following.  
RDC Architecture:  
 1. Two (2) program verification meetings. One (1) board meeting/public meeting.  
 2. Modification of the current PSR based on program verification meetings. Actions: a) Adjust the program to current expectations based on meetings.  
 3. Develop new sketch floor plan remodel of the existing facility  
 4. Coordinate and facilitate the structural engineer's work.  
 5. Coordinate with Owner's cost consultant (Mack5).  
IDA Structural Engineers:  
 Refer to attached IDA Extra Service Request #2 for scope of services.

Driver of Change: Owner requested extra services. The Kensington Fire Protection District (KFPD) has requested an update of the Public Safety Building Master Plan based on the possibility of significantly reallocating space for the Kensington Fire Department, Kensington Police Department and Community Services District in the existing building. In addition, an update of the structural evaluation report for the existing site has been requested by KFPD in light of the January 2018 geotechnical report.

Compensation: RDC Architecture: Fees will be tracked and invoiced on a time and materials basis. Not to exceed \$21,181.  
IDA Structural Engineers: Fees will be tracked and invoiced on an hourly basis, not to exceed \$3,300.

Attachments: IDA Structural Engineers, Extra Service Request #2, dated June 27, 2019

**IMPACT OF POTENTIAL CHANGE**

				Mark Up per Contract:	<u>  1.00  </u>
				<u>Subtotal w/</u>	<u>markup per</u>
				<u>Contract</u>	<u>Contract</u>
<b>Schedule Impact - Days</b>		<b>Firm</b>	<b>Base Cost</b>		
Delays of Milestone (Work Days)	<u>  0  </u> Days	Architect	RDC Architecture	\$21,181.00	\$21,181.00
Delays Proj Completion (Work Days)	<u>  0  </u> Days	Structural Engineer	IDA Structural Eng.	\$3,300.00	\$3,300.00
		Electrical Engineer		\$0.00	\$0.00
		Mechanical Engineer		\$0.00	\$0.00
		Civil Engineer		\$0.00	\$0.00
		Kitchen Consultant		\$0.00	\$0.00
		Cost Estimator		\$0.00	\$0.00
<b>Architectural Services</b>		<b>Reimbursable Costs</b>			
<b>RDC Personnel</b>	Rate    Hours    Subtotal	<b>Description</b>			
Principal	\$245    15    \$3,675	Reproduction		\$0.00	\$0.00
Proj Mgr	\$195    36    \$7,020	Travel	Travel to Meetings \$TBD	\$0.00	\$0.00
Sr Arch	\$178    0    \$0	Other		\$0.00	\$0.00
Architect	\$167    42    \$7,014				
Job Captain	\$139    0    \$0				
Designer	\$139    16    \$2,224				
Programmer	\$111    8    \$888				
Clerical	\$90    4    \$360				
<b>Total RDC Labor Costs</b>	<b>\$21,181</b>	<b>Total Amount Being Requested</b>		<b>\$24,481</b>	

Note: The rates above are from the owner/architect agreement

ACTION	AUTHORIZATION	DATE	COMMENTS
Decline:	Proj Mgr _____		
	Client _____		
Proceed:	Proj Mgr _____		
	Client _____		
Other	Proj Mgr _____		
( Note in Comments)	Client _____		



## STRUCTURAL ENGINEERS

June 27, 2019

Project No. 16066

MARK ZALL  
Associate  
Ross Drulis Cusenbery Architecture  
18294 Sonoma Hwy  
Sonoma, CA 95476  
mzall@rdcarchitecture.com

SUBJECT:       EXTRA SERVICE REQUEST #2  
                  Kensington Fire Station  
                  Report Update

SCOPE OF EXTRA SERVICES: Based on the email received on June 19, 2019, your office has requested the following additional structural services. The scope of the revision is itemized as follows:

1.       Update the "Conceptual Retrofit Design based on ASCE 41-13 Tier 1 and Tier 2 Seismic Evaluation" dated May 4, 2017.

Update will be based on new information obtained after the report was issued.

- A.       Owner believes a fault trace may exist under the site, possibly based on maps from the California Geological Survey. A site specific geotechnical report performed in 1997 concluded no fault existed on the site. IDA will proceed with the report update assuming a fault trace exists, and provide guidance on what impact this would have on a retrofit and renovation of the building.
- B.       The report was written using the 2013 version of ASCE 41. The current version is 2017. Report references and findings will be updated based on the current version.

Please confirm the scope of these requested revisions.

FEE PROPOSAL: The fee for these revisions is on an hourly basis with a not-to-exceed limit of **\$3,300.00** plus reimbursable expenses.

Principal	12.0 hours @ \$200.00/hour =	\$2,400.00
Project Engineer	6.0 hours @ \$150.00/hour=	\$900.00

AGREEMENT: If the terms are acceptable, please sign below and return a copy for our files.

Accepted:



STEPHEN DeJESSE, SE  
Principal  
IDA Structural Engineers, Inc.

6/27/2019

Date

MARK ZALL  
ASSOCIATE

Ross Drulis Cusenbery Architecture

Date



## STUDENT CONSULTING SERVICES AGREEMENT

This Agreement for Student Consulting Services (“**Agreement**”), is entered into this July \_\_\_\_, 2019, by and between the Kensington Fire Protection District, a public California special district (“**District**”), and Jeremy Halpern, an individual (“**Student Consultant**”).

### 1. SERVICES TO BE PERFORMED

- 1.1 Subject to the terms and conditions set forth in this Agreement, Student Consultant shall provide to District the services described in Section 1.2, Scope of Services, below.
- 1.2 Scope of Services.
- a. Based on feedback from the preliminary draft report (delivered in August, 2019), finalize the data collection protocol.
  - b. Analyze the network the network connectivity of the streets in Kensington, identify key intersections through which traffic would have to pass.
  - c. Create a map showing critical intersections and gathering points to be delivered by December 1, 2019.
  - d. Conduct a field survey of streets in Kensington, documenting key infrastructure for evacuations including parking, right-of-way widths, traffic control, and other limiting factors for evacuations.
  - e. Analyze data from the field study of street conditions.
  - f. Document tasks described in subsections (a) through (e), above, and provide evacuation recommendations, in a final report to be delivered by December 1st, 2019.

### 2. TERM

- 2.1 The term of this Agreement shall begin August 15, 2019 and shall end on December 1, 2019. Student Consultant shall complete the work described in Section 1.2, above, on or before that date, unless the term of the Agreement is otherwise terminated or extended pursuant to this Agreement. The time provided to Student Consultant to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement.

### 3. COMPENSATION

- 3.1 District agrees to pay Student Consultant for his or her services rendered hereunder at an hourly rate of \$30.00. Total compensation shall not exceed \$4,000 unless this Agreement is amended pursuant to Section 6.3.

- 3.2 Student Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**4. STATUS OF CONSULTANT.**

- 4.1 Independent Contractor. At all times during the term of this Agreement, Student Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Student Consultant only insofar as the results of Student Consultant's services rendered pursuant to this Agreement; however, otherwise District shall not have the right to control the means by which Student Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Student Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 4.2 Student Consultant Not an Agent. Except as District may specify in writing, Student Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Student Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**5. AUTOMOBILE INSURANCE**

- 5.1 Student Consultant, at his or her own cost and expense, shall maintain automobile liability insurance for the term of this Agreement.

**6. TERMINATION & MODIFICATION**

6.1 Termination.

- a. District may cancel this Agreement at any time and without cause upon written notification to Student Consultant.
- b. Student Consultant may cancel this Agreement upon seven (7) days' written notice to District and shall include in such notice the reasons for cancellation.
- c. In the event of termination, Student Consultant shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Student Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Student Consultant or prepared by or for Student Consultant or the District in connection with this Agreement.

- 6.2 Extension.
- a. District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 2.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.
- 6.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7. **GENERAL PROVISIONS**

- 7.1 Entire Agreement. This Agreement is the final and complete expression of the discussions, understandings and agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as expressly provided herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.
- 7.2 Assignment. This Agreement is not assignable by either District or Student Consultant.
- 7.3 Construction of Agreement. Both parties have had sufficient opportunity to review this Agreement and to consult with legal counsel before executing it. This Agreement shall therefore be construed in accordance with its plain meaning and not in favor of or against any party.
- 7.4 Severability. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

**KENSINGTON FIRE PROTECTION  
DISTRICT**

**STUDENT CONSULTANT**

By \_\_\_\_\_  
Brenda J. Navellier  
Manager

By \_\_\_\_\_  
Jeremy Halpern

## **STUDENT CONSULTING SERVICES AGREEMENT**

This Agreement for Student Consulting Services (“**Agreement**”), is entered into this July \_\_\_\_, 2019, by and between the Kensington Fire Protection District, a public California special district (“**District**”), and Ian Martin, an individual (“**Student Consultant**”).

### **1. SERVICES TO BE PERFORMED**

1.1 Subject to the terms and conditions set forth in this Agreement, Student Consultant shall provide to District the services described in Section 1.2, Scope of Services, below.

#### 1.2 Scope of Services.

- a. Based on feedback from the preliminary draft report (delivered in August, 2019), finalize the data collection protocol.
- b. Analyze the network the network connectivity of the streets in Kensington, identify key intersections through which traffic would have to pass.
- c. Create a map showing critical intersections and gathering points to be delivered by December 1, 2019.
- d. Conduct a field survey of streets in Kensington, documenting key infrastructure for evacuations including parking, right-of-way widths, traffic control, and other limiting factors for evacuations.
- e. Analyze data from the field study of street conditions.
- f. Document tasks described in subsections (a) through (e), above, and provide evacuation recommendations, in a final report to be delivered by December 1st, 2019.

### **2. TERM**

2.1 The term of this Agreement shall begin August 15, 2019 and shall end on December 1, 2019. Student Consultant shall complete the work described in Section 1.2, above, on or before that date, unless the term of the Agreement is otherwise terminated or extended pursuant to this Agreement. The time provided to Student Consultant to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement.

### **3. COMPENSATION**

3.1 District agrees to pay Student Consultant for his or her services rendered hereunder at an hourly rate of \$30.00. Total compensation shall not exceed \$4,000 unless this Agreement is amended pursuant to Section 6.3.

- 3.2 Student Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

4. **STATUS OF CONSULTANT.**

- 4.1 Independent Contractor. At all times during the term of this Agreement, Student Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Student Consultant only insofar as the results of Student Consultant's services rendered pursuant to this Agreement; however, otherwise District shall not have the right to control the means by which Student Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Student Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 4.2 Student Consultant Not an Agent. Except as District may specify in writing, Student Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Student Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

5. **AUTOMOBILE INSURANCE**

- 5.1 Student Consultant, at his or her own cost and expense, shall maintain automobile liability insurance for the term of this Agreement.

6. **TERMINATION & MODIFICATION**

- 6.1 Termination.
- a. District may cancel this Agreement at any time and without cause upon written notification to Student Consultant.
  - b. Student Consultant may cancel this Agreement upon seven (7) days' written notice to District and shall include in such notice the reasons for cancellation.
  - c. In the event of termination, Student Consultant shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Student Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Student Consultant or prepared by or for Student Consultant or the District in connection with this Agreement.

6.2 Extension.

- a. District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 2.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

6.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

**7. GENERAL PROVISIONS**

7.1 Entire Agreement. This Agreement is the final and complete expression of the discussions, understandings and agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as expressly provided herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

7.2 Assignment. This Agreement is not assignable by either District or Student Consultant.

7.3 Construction of Agreement. Both parties have had sufficient opportunity to review this Agreement and to consult with legal counsel before executing it. This Agreement shall therefore be construed in accordance with its plain meaning and not in favor of or against any party.

7.4 Severability. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

**KENSINGTON FIRE PROTECTION  
DISTRICT**

**STUDENT CONSULTANT**

By \_\_\_\_\_  
Brenda J. Navellier  
Manager

By \_\_\_\_\_  
Ian Martin



## **STUDENT CONSULTING SERVICES AGREEMENT**

This Agreement for Student Consulting Services (“**Agreement**”), is entered into this July \_\_\_\_, 2019, by and between the Kensington Fire Protection District, a public California special district (“**District**”), and Stephen Wong, an individual (“**Student Consultant**”).

### **1. SERVICES TO BE PERFORMED**

- 1.1 Subject to the terms and conditions set forth in this Agreement, Student Consultant shall provide to District the services described in Section 1.2, Scope of Services, below.
- 1.2 Scope of Services.
  - a. Based on feedback from the preliminary draft report (delivered in August, 2019), finalize the data collection protocol.
  - b. Analyze the network the network connectivity of the streets in Kensington, identify key intersections through which traffic would have to pass.
  - c. Create a map showing critical intersections and gathering points to be delivered by December 1, 2019.
  - d. Conduct a field survey of streets in Kensington, documenting key infrastructure for evacuations including parking, right-of-way widths, traffic control, and other limiting factors for evacuations.
  - e. Analyze data from the field study of street conditions.
  - f. Document tasks described in subsections (a) through (e), above, and provide evacuation recommendations, in a final report to be delivered by December 1st, 2019.

### **2. TERM**

- 2.1 The term of this Agreement shall begin August 15, 2019 and shall end on December 1, 2019. Student Consultant shall complete the work described in Section 1.2, above, on or before that date, unless the term of the Agreement is otherwise terminated or extended pursuant to this Agreement. The time provided to Student Consultant to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement.

### **3. COMPENSATION**

- 3.1 District agrees to pay Student Consultant for his or her services rendered hereunder at an hourly rate of \$30.00. Total compensation shall not exceed \$4,000 unless this Agreement is amended pursuant to Section 6.3.

- 3.2 Student Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**4. STATUS OF CONSULTANT.**

- 4.1 Independent Contractor. At all times during the term of this Agreement, Student Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Student Consultant only insofar as the results of Student Consultant's services rendered pursuant to this Agreement; however, otherwise District shall not have the right to control the means by which Student Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Student Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 4.2 Student Consultant Not an Agent. Except as District may specify in writing, Student Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Student Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**5. AUTOMOBILE INSURANCE**

- 5.1 Student Consultant, at his or her own cost and expense, shall maintain automobile liability insurance for the term of this Agreement.

**6. TERMINATION & MODIFICATION**

6.1 Termination.

- a. District may cancel this Agreement at any time and without cause upon written notification to Student Consultant.
- b. Student Consultant may cancel this Agreement upon seven (7) days' written notice to District and shall include in such notice the reasons for cancellation.
- c. In the event of termination, Student Consultant shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Student Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Student Consultant or prepared by or for Student Consultant or the District in connection with this Agreement.

6.2 Extension.

- a. District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 2.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

6.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7. **GENERAL PROVISIONS**

7.1 Entire Agreement. This Agreement is the final and complete expression of the discussions, understandings and agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as expressly provided herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

7.2 Assignment. This Agreement is not assignable by either District or Student Consultant.

7.3 Construction of Agreement. Both parties have had sufficient opportunity to review this Agreement and to consult with legal counsel before executing it. This Agreement shall therefore be construed in accordance with its plain meaning and not in favor of or against any party.

7.4 Severability. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

**KENSINGTON FIRE PROTECTION  
DISTRICT**

**STUDENT CONSULTANT**

By \_\_\_\_\_  
Brenda J. Navellier  
Manager

By \_\_\_\_\_  
Stephen Wong

WITNESSES  
\_\_\_\_\_  
\_\_\_\_\_

# **BOARD REPORTS**

June 23, 2019

To the board of directors of the Kensington Fire Protection District:

In May 2019, the Kensington Fire Protection District (KFPD) sent a letter to the Kensington Police Protection and Community Services District (KPPCSD) requesting funds to provide for a legal opinion that would examine the legality of using land in Kensington Park for the construction of a public safety building.

On May 23rd, the KPPCSD, on consensus, declined to take up the issue. Members of our Board cited concerns that the community and individual Directors did not have enough information as to site selection and means of evaluation to eliminate all properties.

Before the our Board can consider this matter we would need the KFPD to provide a thorough analysis of all possible safety building sites in Kensington and details of determining viability for locating a public safety building on a particular parcel. Criteria used to evaluate the sites could include the following: size of parcel, seismic safety (as known), response times, vehicle access, pedestrian traffic, as well as parking and zoning considerations.

For instance, after a Fire Board presentation to the KPPCSD Board on March 28th, a number of residents mentioned locations that they thought would be favorable for construction including the EBMUD reservoir, the ACE Hardware parking lot, and other parcels on Coventry and along the Arlington. These are just some examples and we hope that there would be an exhaustive search for all possible sites.

Sincerely,

Christopher Deppe, Director KPPCSD  
Rachelle Sherris-Watt, Director KPPCSD