



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

Tuesday, October 1st, 2024, 5:00pm  
Kensington Community Center, 59 Arlington Avenue, Meeting Rm 3  
Kensington, CA 94707 (in-person and hybrid)

**How to Submit Public Comments:**

Prior to the meeting: Members of the public may submit public comment to the Board President and Board Clerk prior to the meeting by emailing: [public.comment@kensingtonfire.org](mailto:public.comment@kensingtonfire.org) by 2:00pm the day of the regular meeting, or by the time posted on the special meeting agenda. Such comments will be noted as received and their contents orally summarized; however, if you attend the meeting, you will need to make your comment during the meeting.

During the meeting: Public comment will be taken on each agenda item. Please address your comments to the Board of Directors and not to staff and/or the audience. Members of the public who attend the meeting either in-person or via Zoom are allowed to provide public comment verbally with a maximum allowance of 3 minutes per individual comment, subject to the Chair's discretion. Each member of the public will be allotted the same maximum number of minutes to speak as set by the Chair, except that public speakers using interpretation assistance will be allowed to testify for twice the amount of the public testimony time limit (California Government Code section 54954.3(a)).

*In-person:* At points in the meeting when the meeting chair requests public comment, members of the public participating in-person can simply raise their hand to be recognized.

*Via Zoom:* If participating via internet, please click the "raise hand" feature located within the Zoom application screen. If connected via telephone, please dial "\*9" (star, nine).

**Accommodations:** To enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title 1), if you need special assistance to participate, please email [public.comment@kensingtonfire.org](mailto:public.comment@kensingtonfire.org) 48 hours prior to the meeting.

**Agenda and supplemental materials:** This agenda is available on the KFPD website under the relevant meeting date: <https://www.kensingtonfire.org/governance>. Please note that supplemental materials will be posted on the website with the agenda as soon as they are available prior to the meeting. Additional information or materials may be presented at the meeting itself.

**PLEASE NOTE:** The District will use Zoom to allow virtual access to this meeting. This additional means of access is provided as a courtesy to the public and is not required by law. The meeting will continue to be conducted at the physical address provided above regardless of any interruption or failure of the Zoom transmission.

**Hybrid Meeting Option via Zoom Internet Address:**

<https://us06web.zoom.us/j/83501085963?pwd=ZtQ9PLfoA5JUflExayazcSbMWWVqOY.1>

**Telephone Access:**

(669) 444-9171 or (253) 205-0468 or (719) 359-4580

**Webinar ID:** 835 0108 5963

**Passcode:** 112233

**1. CALL TO ORDER/ROLL CALL**

President Levine, Vice President Madugo, Secretary Artis, Director Stein, Director Watt

**2. PUBLIC COMMENT**

Comments are limited to items on this special meeting agenda.

**3. DISCUSS OPTIONS FOR WORKING WITH EAST BAY REGIONAL PARK DISTRICT (EBRPD) ON POSSIBLE FUEL REDUCTION BETWEEN KENSINGTON AND THE PARK – Morris-Mayorga**

The Board will discuss approaches that were brought up at the September meeting to work with EBRPD on additional fuel mitigation along the EBRP hillside adjacent to Kensington such as formation of a subcommittee.

Action = Discussion, Direction, possible Motion

**4. WILDLAND VEGETATION MANAGEMENT – Morris-Mayorga (Supporting Material)**

Clarification of the work performed by Teo Carlone will be presented.

Action = Presentation/Discussion

**5. EXTERIOR PAINTING OF THE PSB – Watt (Supporting Material)**

PSB paint quotes and color schemes will be provided for Board consideration to address color and neighbor concerns (roof painting has been completed).

Action = Discussion, Direction, possible Motion

**6. GENERAL MANAGER'S REPORT - Morris-Mayorga (Supporting Material)**

Action = Presentation/Discussion/Direction

**7. PUBLIC SAFETY BUILDING PROJECT UPDATE – Morris-Mayorga (Supporting Material)**

A brief progress update on the PSB Seismic Renovation for September will be presented including the plan for decommission of the temporary station.

Action = Presentation/Discussion

**8. COMMITTEE REPORTS**

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

**a. Emergency Preparedness Committee Meeting – Levine/Madugo (Supporting Material)**

Report on the August 22, 2024 meeting

Action = Presentation/Discussion

**b. Finance Committee Meeting – Watt/Artis (Supporting Material)**

Report on the August 27, 2024 meeting

Action = Presentation/Discussion

**9. ADJOURNMENT**

The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on Wednesday, October 16, 2024 at 7:00pm at the Kensington Community Center. The deadline for agenda items to be included in the Board packet is Wednesday, October 2, 2024, by 1:00pm. The deadline for agenda-related materials to be included in the Board Packet is Wednesday, October 9, 2024, by 1:00pm.





## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** September 18, 2024  
**TO:** Board of Directors  
**RE:** Wildland Vegetation Management  
**SUBMITTED BY:** Mary Morris-Mayorga, General Manager

---

### **Recommended Action**

This item is provided for information only.

### **Background**

At the August 21, 2024 Board of Directors meeting, there was a question on the nature of the expenditure of \$4,000 to Teo Carlone for Wildland Vegetation Management which I explained as weed abatement for the Kensington Interface with East Bay Regional Park District (EBRPD). The question also came up during the Finance Committee Meeting on August 27<sup>th</sup> and was incorrectly described as clearing on Kensington Paths which is not the case.

In getting more clarity on the area, I received additional information from Fire Marshall, Chase Beckman. Historically, the District held a right of way agreement with EBRPD to perform vegetation management. The areas that receive vegetation treatment are EBRPD property and could be considered interface with Kensington. The initial action was taken due to citizen complaint and the need to abate; therefore, the Board at that time ultimately determined to complete the work which has remained as an assignment. The District has expended funds on interface management since at least FY 2009-10 and potentially back further according to fire staff.

The 2019 California Fire Code (adopted in its entirety by the City of El Cerrito Fire Department) Sections that apply in these areas are Chapter 3- General Requirements, Section 304, (304.1-304.1.2) and Chapter 49-Requirements for Wildland-Urban Interface Fire Areas, Sections 4901.1-4907.1.

### **Fiscal Impact**

Funds are currently included in the budget for this activity; however, if the Board does not wish to continue the program we will remove it going forward.

### **Attachments:**

Teo Carlone Invoice

California Fire Code:

Chapter 3- General Requirements, Section 304, (304.1- 304.1.2)

Chapter 49-Requirements for Wildland-Urban Interface Fire Areas, Sections 4901.1-4907.1.

# **FIRE SAFTEY CLEARING.**

**June 1, 2024**

**510-541-2130**

**Invoice # 46722-1**

**To: Kensington Fire Protection District**

**217 Arlington Ave. Kensington,  
CA. 94707**

**Work done:** weed abatement, brush control

**-Purdue Meadow**

**-Area on Kenyon Ct. Open areas next to bridge behind houses on Los Altos**

**-Kensington Rd. trailhead**

**Total Due.....\$4000**

**Please make check payable to:**

**Teo Carlone**

Approved 06/25/2024 M Morris-Mayorga  
Paid \$4,000.00 by Mechanics Bank Bill Pay Online  
Budget Item = "Wildland Vegetation Management"

**1224 Masonic Ave.**

**Berkeley, CA. 94706**

**Thanks.**

## California Fire Code 2022

### 304.1 Waste Accumulation Prohibited

Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises.

**[California Code of Regulations, Title 19, Division 1, §3.07(a)] Clearances.**

(a) *General. No combustible material shall be placed or stored within 10 feet of any building or structure.*

#### 304.1.1 Waste Material

Accumulations of wastepaper, wood, hay, straw, weeds, litter or combustible or flammable waste or rubbish of any type shall not be permitted to remain on a roof or in any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle or other similar structure.

#### 304.1.2 Vegetation

Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in wildland-urban interface areas shall be in accordance with Chapter 49.

**[California Code of Regulations, Title 19, Division 1, §3.07(b)] Clearances.**

(b) Ground Clearance. The space surrounding every building or structure shall be maintained in accordance with the following:

Any person that owns, leases, controls, operates or maintains any building or structure in, upon or adjoining any mountainous area or forest-covered lands, brush covered lands or grass-covered lands, or any land which is covered with flammable material, shall at all times do all of the following:

- (1) *Maintain around and adjacent to such building or structure a firebreak made by removing and clearing away, for a distance of not less than 30 feet on each side thereof or to the property line, whichever is nearer, all flammable vegetation or other combustible growth. This section does not apply to single specimens of trees, ornamental shrubbery or similar plants which are used as ground cover, if they do not form a means of rapidly transmitting fire from the native growth to any building or structure.*
- (2) *Maintain around and adjacent to any such building or structure additional fire protection or firebreak made by removing all bush, flammable vegetation or combustible growth which is located from 30 feet to 100 feet from such building or structure or to the property line, whichever is nearer, as may be required by the enforcing agency if he finds that, because of extra hazardous conditions, a firebreak of only 30 feet around such building or structure is not sufficient to provide reasonable fire safety. Grass and other vegetation located more than 30 feet from such building or structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.*
- (3) *Remove that portion of any tree which extends within 10 feet of the outlet of any chimney or stovepipe.*
- (4) *Cut and remove all dead or dying portions of trees located adjacent to or overhanging any building.*
- (5) *Maintain the roof of any structure free of leaves, needles or other dead vegetative growth.*
- (6) *Provide and maintain at all times a screen over the outlet of every chimney or stovepipe that is attached to any fireplace, stove or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings of not more than 1/2 inch in size.*

(7) *Vegetation around all applicable buildings and structures shall be maintained in accordance with the following laws and regulations:*

(A) *Public Resources Code Section 4291.*

(B) *California Code of Regulations Title 14 - Natural Resources, Division 1.5 - Department of Forestry and Fire Protection, "General Guideline to Create Defensible Space."*

(C) *California Government Code Section 51182.*

(D) *California Code of Regulations, Title 24, Part 9.*

**California Fire Code 2022**

**Chapter 49 Requirements for Wildland-Urban Interface Fire Areas**

**CALIFORNIA FIRE CODE — MATRIX ADOPTION TABLE  
CHAPTER 49 — REQUIREMENTS FOR WILDLAND-URBAN INTERFACE FIRE AREAS**

**(Matrix Adoption Tables are nonregulatory, intended only as an aid to the code user.  
See Chapter 1 for state agency authority and building applications.)**

| Adopting Agency   | BSC | BSC-CG | SFM  |       | HCD |   |      | DSA |    | OSHPD |    |   |   |   |   | BSCC | DPH | AGR | DWR | CEC | CA | SL | SLC |
|---|-----|--------|------|-------|-----|---|------|-----|----|-------|----|---|---|---|---|------|-----|-----|-----|-----|----|----|-----|
|   |     |        | T-24 | T-19* | 1   | 2 | 1/AC | AC  | SS | 1     | 1R | 2 | 3 | 4 | 5 |      |     |     |     |     |    |    |     |
| Adopt Entire Chapter  |     |        | X    |       |     |   |      |     |    |       |    |   |   |   |   |      |     |     |     |     |    |    |     |
| Adopt Entire Chapter as amended (amended sections listed below) |     |        |      |       |     |   |      |     |    |       |    |   |   |   |   |      |     |     |     |     |    |    |     |
| Adopt only those sections that are listed below                 |     |        |      |       |     |   |      |     |    |       |    |   |   |   |   |      |     |     |     |     |    |    |     |
| [California Code of Regulations, Title 19, Division 1]          |     |        |      |       |     |   |      |     |    |       |    |   |   |   |   |      |     |     |     |     |    |    |     |
| Chapter / Section   |     |        |      |       |     |   |      |     |    |       |    |   |   |   |   |      |     |     |     |     |    |    |     |

\* The *California Code of Regulations* (CCR), Title 19, Division 1 provisions that are found in the *California Fire Code* are a reprint from the current CCR, Title 19, Division 1 text for the code user's convenience only. The scope, applicability and appeals procedures of CCR, Title 19, Division I remain the same.

**User note:**

**About this chapter:** In addition to the building construction requirements in the *California Building Code* and *California Residential Code*, this chapter contains requirements for development and construction in Local Responsibility Areas (LRA) designated as Very High Fire Hazard Severity Zones and areas designated by the Board of Forestry and Fire Protection as State Responsibility Areas (SRA). While many of these provisions are found in Title 14 and Title 19 of the *California Code of Regulations*, they are replicated here for the code user. The local jurisdiction has the authority to apply the same regulations to LRA when the regulations are adopted by local ordinance.

The requirements in this chapter reference the process for adoption of Very High Fire Hazard Severity Zones in the LRA; criteria for evaluating existing subdivisions that are at significant fire risk and are without an adequate secondary egress; and criteria for fire safety provisions required in the Safety Element of a city or county General Plan.

The chapter includes mitigation strategies to reduce the hazards of fire originating within a structure spreading to wildland and fire originating in wildland spreading to structures. These strategies are included in the following requirements:

1. Development of fire protection plans.
2. Development of landscape plans and long-term vegetation management.

3. Creation and maintenance of defensible space to protect structures and subdivisions.

**Chapter 49 Requirements for Wildland-Urban Interface Areas**

Effective: 07-01-2024

**User note:**

**About this chapter:** In addition to the building construction requirements in the California Building Code and California Residential Code, this chapter contains requirements for development and construction in Local Responsibility Areas (LRA) designated as Very High Fire Hazard Severity Zones and areas designated by the Board of Forestry and Fire Protection as State Responsibility Areas (SRA). While many of these provisions are found in Title 14 and Title 19 of the California Code of Regulations, they are replicated here for the code user. The local jurisdiction has the authority to apply the same regulations to LRA when the regulations are adopted by local ordinance.

The requirements in this chapter reference the process for adoption of Very High Fire Hazard Severity Zones in the LRA; criteria for evaluating existing subdivisions that are at significant fire risk and are without an adequate secondary egress; and criteria for fire safety provisions required in the Safety Element of a city or county General Plan.

The chapter includes mitigation strategies to reduce the hazards of fire originating within a structure spreading to wildland and fire originating in wildland spreading to structures. These strategies are included in the following requirements:

1. Development of fire protection plans.
2. Development of landscape plans and long-term vegetation management.
3. Creation and maintenance of defensible space to protect structures and subdivisions.

**Section 4901 General**

**4901.1 Scope**

This chapter contains minimum requirements to mitigate conditions that might cause a fire originating in a structure to ignite vegetation in the Wildland-Urban Interface Fire Area, and conversely, a wildfire burning in vegetative fuels to transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities or result in large property losses.

**4901.1 Scope**

Effective: 07-01-2024

This chapter contains minimum requirements to mitigate conditions that might cause a fire originating in a structure to ignite vegetation in the Wildland-Urban Interface (WUI) area, and conversely, a wildfire burning in vegetative fuels to transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities or result in large property losses.

**4901.2 Purpose**

The purpose of this chapter is to provide minimum standards to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in State Responsibility Areas (SRA) and Local Responsibility Areas (LRA) designated as a Moderate, High or Very High Fire Hazard Severity Zone.

**4901.2 Purpose**

Effective: 07-01-2024

The purpose of this chapter is to provide minimum standards to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in State Responsibility Area (SRA) and Local Responsibility Areas (LRA) designated as a Very High Fire Hazard Severity Zone.

**Section 4902 Definitions**



**4902.1 General**

For the purpose of this chapter, certain terms are defined as follows:

**DIRECTOR.** Director of the California Department of Forestry and Fire Protection (CAL FIRE).

**FIRE PROTECTION PLAN.** A document prepared for a specific project or development proposed for a Wildland-Urban Interface (WUI) Fire Area. It describes ways to minimize and mitigate potential for loss from wildfire exposure.

**FIRE HAZARD SEVERITY ZONES.** Geographical areas designated pursuant to California Public Resources Codes, Sections 4201 through 4204 and classified as Very High, High or Moderate in State Responsibility Areas or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to California Government Code, Sections 51175 through 51189.

The California Code of Regulations, Title 14, Section 1280 entitles the maps of these geographical areas as "Maps of the Fire Hazard Severity Zones in the State Responsibility Area of California."

**FIRE-RESISTANT VEGETATION.** Plants, shrubs, trees and other vegetation that exhibit properties, such as high moisture content, little accumulation of dead vegetation, and low sap or resin content, that make them less likely to ignite or contribute heat or spread flame in a fire than native vegetation typically found in the region.

[Note: The following sources contain examples of types of vegetation that can be considered fire-resistant vegetation. (Fire-resistant Plants for Home Landscapes, A Pacific Northwest Extension publication; Home Landscaping for Fire, University of California Division of Agriculture and Natural Resources; Sunset Western Garden Book)]

**IGNITION-RESISTANT MATERIAL.** A type of building material that complies with the requirements in Section 704A.2 in the *California Building Code*.

**LOCAL RESPONSIBILITY AREAS (LRA).** Areas of the state in which the financial responsibility of preventing and suppressing fires is the primary responsibility of a city, county, city and county, or district.

**STATE RESPONSIBILITY AREAS (SRA).** Lands that are classified by the Board of Forestry pursuant to Public Resources Code Section 4125 where the financial responsibility of preventing and suppressing wildfires is primarily the responsibility of the state.

**WILDFIRE.** Any uncontrolled fire spreading through vegetative fuels that threatens to destroy life, property or resources as defined in Public Resources Code, Sections 4103 and 4104.

**WILDFIRE EXPOSURE.** One or a combination of radiant heat, convective heat, direct flame contact and burning embers being projected by vegetation fire to a structure and its immediate environment.

**WILDLAND-URBAN INTERFACE (WUI).** A geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code, Sections 4201 through 4204, and Government Code, Sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires.

Effective: 07-01-2024

**4902.1 General**

For the purpose of this chapter, certain terms are defined as follows:

**DIRECTOR.** Director of the California Department of Forestry and Fire Protection (CAL FIRE).

**FIRE PROTECTION PLAN.** A document prepared for a specific project or development proposed for a Wildland-Urban Interface (WUI) area. It describes ways to minimize and mitigate potential for loss from wildfire exposure.

**FIRE HAZARD SEVERITY ZONES.** Geographical areas designated pursuant to California Public Resources Codes, Sections 4201 through 4204 and classified as Very High, High or Moderate in State Responsibility Area or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to California Government Code, Sections 51175 through 51189.

The California Code of Regulations, Title 14, Section 1280 entitles the maps of these geographical areas as "Maps of the Fire Hazard Severity Zones in the State Responsibility Area of California."

**FIRE-RESISTANT VEGETATION.** Plants, shrubs, trees and other vegetation that exhibit properties, such as high moisture content, little accumulation of dead vegetation, and low sap or resin content, that make them less likely to ignite or contribute heat or spread flame in a fire than native vegetation typically found in the region.

[Note: The following sources contain examples of types of vegetation that can be considered fire-resistant vegetation. (Fire-resistant Plants for Home Landscapes, A Pacific Northwest Extension publication; Home Landscaping for Fire, University of California Division of Agriculture and Natural Resources; Sunset Western Garden Book)]

**IGNITION-RESISTANT MATERIAL.** A type of building material that complies with the requirements in Section 704A.2 in the *California Building Code*.

**LOCAL RESPONSIBILITY AREAS (LRA).** Areas of the state in which the financial responsibility of preventing and suppressing fires is the primary responsibility of a city, county, city and county, or district.

**STATE RESPONSIBILITY AREA (SRA).** Lands that are classified by the Board of Forestry pursuant to Public Resources Code Section 4125 where the financial responsibility of preventing and suppressing wildfires is primarily the responsibility of the state.

**WILDFIRE.** Any uncontrolled fire spreading through vegetative fuels that threatens to destroy life, property or resources as defined in Public Resources Code, Sections 4103 and 4104.

**WILDFIRE EXPOSURE.** One or a combination of radiant heat, convective heat, direct flame contact and burning embers being projected by vegetation fire to a structure and its immediate environment.

**WILDLAND-URBAN INTERFACE (WUI).** A geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code, Sections 4201 through 4204, and Government Code, Sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires.

## Section 4903 Plans

### 4903.1 General

The fire code official is authorized to require the owner or owner's authorized agent to provide a fire protection plan. The fire protection plan shall be prepared to determine the acceptability of fire protection and life safety measures designed to mitigate wildfire hazards presented for the property under consideration.

The fire protection plan shall be prepared by a registered design professional, qualified landscape architect, qualified fire safety specialist or similar specialist acceptable to the fire code official and shall analyze the wildfire risk of the building, project, premises or region to recommend necessary changes.

The fire code official is authorized to require a preliminary fire protection plan prior to the submission of a final fire protection plan.

### 4903.2 Contents

The fire protection plan shall be based on a project-specific wildfire hazard assessment that includes considerations of location, topography, aspect, and climatic and fire history.

The plan shall identify conformance with all applicable state wildfire protection regulations, statutes and applicable local ordinances, whichever are more restrictive.

The plan shall address fire department access, egress, road and address signage, water supply in addition to fuel reduction in accordance with Public Resources Code (PRC) 4290; the defensible space requirements in accordance with PRC 4291 or Government Code 51182; and the applicable building codes and standards for wildfire safety. The plan shall identify mitigation measures to address the project's specific wildfire risk and shall include the information required in Section 4903.2.1.

#### 4903.2.1 Project Information

The final fire protection plan shall be reviewed and approved prior to start of construction.

##### 4903.2.1.1 Preliminary Fire Protection Plan

When a preliminary fire protection plan is submitted, it shall include, at a minimum, the following:

1. Total size of the project.
2. Information on the adjoining properties on all sides, including current land uses, and if known, existing structures and densities, planned construction, natural vegetation, environmental restoration plans, roads and parks.
3. A map with all project boundary lines, property lines, slope contour lines, proposed structure foundation footprints, and proposed roads and driveways. The map shall identify project fuel modification zones and method of identifying the fuel modification zone boundaries.

##### 4903.2.1.2 Final Fire Protection Plan

The final fire protection plan shall include items listed in Section 4903.2.1.1 and the following:

1. A map identifying all proposed plants in the fuel modification zones with a legend that includes a symbol for each proposed plant species. The plan shall include specific information on each species proposed, including but not limited to:
  - a. The plant life-form;
  - b. The scientific and common name; and

c. *The expected height and width for mature growth.*

2. *Identification of irrigated and non-irrigated zones.*

3. *Requirements for vegetation reduction around emergency access and evacuation routes.*

4. *Identification of points of access for equipment and personnel to maintain vegetation in common areas.*

5. *Legally binding statements regarding community responsibility for maintenance of fuel modification zones.*

6. *Legally binding statements to be included in covenants, conditions and restrictions regarding property owner responsibilities for vegetation maintenance.*

## **Section 4904 Fire Hazard Severity Zones**

### **4904.1 General**

Lands in the state are classified by the Director in accordance with the severity of wildfire hazard expected to prevail in those areas and the responsibility for fire protection, so that measures may be identified which will reduce the potential for losses to life, property and resources from wildfire.

#### **4904.1 General**

Effective: 07-01-2024

*Lands in the state are classified by the State Fire Marshal in accordance with the severity of wildfire hazard expected to prevail in those areas and the responsibility for fire protection, so that measures may be identified which will reduce the potential for losses to life, property and resources from wildfire.*

### **4904.2 Classifications**

The Director classifies lands into fire hazard severity zones in accordance with California Public Resources Code, Sections 4201 through 4204 for State Responsibility Areas and accordance with Government Code, Sections 51175 through 51189 for areas where a local agency is responsible for fire protection.

#### **4904.2 Classifications**

Effective: 07-01-2024

*The State Fire Marshal classifies lands into fire hazard severity zones in accordance with California Public Resources Code, Sections 4201 through 4204 for State Responsibility Areas and accordance with Government Code, Sections 51175 through 51189 for areas where a local agency is responsible for fire protection.*

### **4904.3 Local Agency Requirements**

Within 30 days after receiving a transmittal from the director that identifies Very High Fire Hazard Severity Zones, a local agency shall make the information available for public review. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps. A local agency shall post a notice at the office of the county recorder, county assessor and county planning agency identifying the location of the map provided by the director pursuant to Government Code, Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of Section 51179, the notice shall instead identify the location of the amended map.

#### **4904.3 Local Agency Requirements**

Effective: 07-01-2024

*Within 30 days after receiving a transmittal from the State Fire Marshal that identifies Fire Hazard Severity Zones, a local agency shall make the information available for public review. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps. A local agency shall post a notice at the office of the county recorder, county assessor and county planning agency identifying the location of the map provided by the State Fire Marshal pursuant to Government Code, Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of Section 51179, the notice shall instead identify the location of the amended map.*

#### **4904.3.1 Local Agency Ordinances**

A local agency shall designate, by ordinance, Very High Fire Hazard Severity Zones in its jurisdiction within 120 days of receiving recommendations from the director pursuant to Section 51178. The local agency shall transmit a copy of an ordinance adopted pursuant to Section 51179 (a) to the State Board



of Forestry and Fire Protection within 30 days of adoption, as specified in Title 14, Division 1.5, Chapter 7, Subchapter 3, Article 1.

#### **4904.3.1 Local Agency Ordinances**

Effective: 07-01-2024

*A local agency shall designate, by ordinance, Fire Hazard Severity Zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178. The local agency shall transmit a copy of an ordinance adopted pursuant to Section 51179 (a) to the State Board of Forestry and Fire Protection within 30 days of adoption, as specified in Title 14, Division 1.5, Chapter 7, Subchapter 3, Article 1. See Section 4911 for the state model ordinance.*

#### **4904.3.2 Local Agency Discretion**

A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as Very High Fire Hazard Severity Zones by the director, as Very High Fire Hazard Severity Zones following a finding supported by substantial evidence in the record that the requirements of Government Code Section 51182 are necessary for effective fire protection within the area.

#### **4904.3.2 Local Agency Discretion**

Effective: 07-01-2024

*A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as Fire Hazard Severity Zones by the State Fire Marshal, as a Fire Hazard Severity Zone following a finding supported by substantial evidence in the record that the requirements of Government Code Section 51182 are necessary for effective fire protection within the area.*

### **Section 4905 Wildfire Protection Building Construction**

#### **4905.1 General**

Materials and construction methods for exterior wildfire exposure protection shall be applied within geographical areas where a wildfire burning in vegetative fuels may readily transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities or result in large property losses.

#### **4905.2 Construction Methods and Requirements Within Established Limits**

Within the limits established by law, construction methods intended to mitigate wildfire exposure shall comply with the wildfire protection building construction requirements contained in the *California Building Standards Code*, including the following:

1. *California Building Code, Chapter 7A,*
2. *California Residential Code, Section R337,*
3. *California Referenced Standards Code, Chapter 12-7A.*

#### **4905.3 Establishment of Limits**

The establishment of limits for the Wildland-Urban Interface (WUI) Fire Area's required construction methods shall be designated pursuant to the California Public Resources Code for State Responsibility Areas and California Government Code for Local Responsibility Areas (LRA) in Very High Severity Zones or by a local agency following a finding supported by substantial evidence in the record that the requirements of this section are necessary for effective fire protection within the area.

#### **4905.3 Establishment of Limits**

Effective: 07-01-2024

*The establishment of limits for the Wildland-Urban Interface (WUI) area's required construction methods shall be designated pursuant to the California Public Resources Code for State Responsibility Area (SRA) and California Government Code for Local Responsibility Areas (LRA) in Very High Fire Severity Zones or by a local agency following a finding supported by substantial evidence in the record that the requirements of this section are necessary for effective fire protection within other designated areas.*

### **Section 4906 Vegetation Management**

#### **4906.1 General**

Planting of vegetation for new landscaping shall be selected to reduce non-fire-resistant vegetation in proximity to a structure and to maintain vegetation as it matures.

#### **4906.2 Application**

All new plantings of vegetation in State Responsibility Areas (SRA) and Local Responsibility Areas (LRA) designated as a Very High Fire Hazard Severity Zone shall comply with Sections 4906.3 through 4906.5.3.

#### **4906.3 Landscape Plans**

Landscape plans shall be provided when required by the enforcing agency. The landscape plan shall include development and maintenance requirements for the vegetation management zone adjacent to structures and roadways, and to provide significant fire hazard reduction benefits for public and firefighting safety.

##### **4906.3.1 Contents**

Landscape plans shall contain the following:

- 1. Delineation of the 30-foot (9144 mm) and 100-foot (30.5 m) fuel management zones from all structures.*
- 2. Identification of existing vegetation to remain and proposed new vegetation.*
- 3. Identification of irrigated areas.*
- 4. A plant legend with both botanical and common names, and identification of all plant material symbols.*
- 5. Identification of ground coverings within the 30-foot (9144 mm) zone.*

#### **4906.4 Vegetation**

All new vegetation shall be fire-resistant vegetation in accordance with this section.

**Exception:** *Trees classified as non-fire-resistant vegetation complying with Section 4906.4.2.1.*

*To be considered fire-resistant vegetation, it must meet at least one of the following:*

- 1. Be identified as fire-resistant vegetation in an approved book, journal or listing from an approved organization.*
- 2. Be identified as fire-resistant vegetation by a licensed landscape architect with supporting justification.*
- 3. Plants considered fire-resistant vegetation and approved by the local enforcing agency.*

##### **4906.4.1 Shrubs**

All new plantings of shrubs shall comply with the following:

- 1. Shrubs shall not exceed 6 feet (1829 mm) in height.*
- 2. Groupings of shrubs are limited to a maximum aggregate diameter of 10 feet (3048 mm).*
- 3. Shrub groupings shall be separated from other groupings a minimum of 15 feet (4572 mm).*
- 4. Shrub groupings shall be separated from structures a minimum of 30 feet (9144 mm).*
- 5. Where shrubs are located below or within a tree's drip line, the lowest tree branch shall be a minimum of three times the height of the understory shrubs or 10 feet (3048 mm), whichever is greater.*

##### **4906.4.2 Trees**

Trees shall be managed as follows within the 30-foot (9144 mm) zone of a structure:

1. *New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet (3048 mm) from any combustible structure.*
2. *The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet (3048 mm).*
3. *Existing trees shall be trimmed to provide a minimum separation of 10 feet (3048 mm) away from chimney and stovepipe outlets per Title 14, Section 1299.03.*

#### **4906.4.2.1 Non-Fire-Resistant Vegetation**

New trees not classified as fire-resistant vegetation, such as conifers, palms, pepper trees and eucalyptus species, shall be permitted provided the tree is planted and maintained so that the tree's drip line at maturity is a minimum 30 feet (9144 mm) from any combustible structure.

### **Section 4907 Defensible Space**

#### **4907.1 General**

Hazardous vegetation and fuels shall be managed to reduce the severity of potential exterior wildfire exposure to buildings and to reduce the risk of fire spreading to buildings as required by applicable laws and regulations.

Defensible space will be managed around all buildings and structures in State Responsibility Areas (SRA) as required in Public Resources Code 4291.

#### **4907.2 Application**

Buildings and structures located in the following areas shall maintain the required hazardous vegetation and fuel management:

1. *All unincorporated lands designated by the State Board of Forestry and Fire Protection as a State Responsibility Area (SRA).*
2. *Land designated as a Very High Fire Hazard Severity Zone by the Director.*
3. *Land designated in ordinance by local agencies as a Very High Fire Hazard Severity Zone pursuant to Government Code Section 51179.*

#### **4907.3 Requirements**

Hazardous vegetation and fuels around all buildings and structures shall be maintained in accordance with the following laws and regulations:

1. *Public Resources Code, Section 4291.*
2. *California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Article 3, Section 1299.03.*
3. *California Government Code, Section 51182.*
4. *California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.*





# KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** September 18, 2024  
**TO:** Board of Directors  
**RE:** Exterior Painting of PSB  
**SUBMITTED BY:** Mary A. Morris-Mayorga, General Manager

### Recommended Action

Staff recommends that the Board review and consider whether to approve painting three or four sides of the Public Safety Building to address neighbor concerns and aesthetics.

### Background

At the July 17, 2024 Board of Directors meeting, the Board discussed the potential exterior re-painting of the Public Safety Building and determined that quotes should be gathered for painting three or four sides of the building.

Tim Barry, Consultant, assisted in seeking an additional detailed and professional quote which is quite bit lower than the initial quote of \$16k:

- Front and Sides (three sides) \$8,305.00
- Back (fourth side) \$2,920.00
- Shed (recommended to match) \$800.00

Painting of the roof stack which is reflecting light would be performed separately through MarJang’s contractor since this may require special paint and they are also addressing parking lot lighting (lowering light pole 2’ and fabricating shields).

### Fiscal Impact

The cost (as determined by the Board) would be added to the Public Safety Building Budget.

### Attachments:

- Woodwise Painting Quote
- Report from Jim Watt, Director (July 17, 2024)
- MarJang Exterior Painting Color Schemes



## EXTERIOR PAINTING

SEP 13, 2024

**"We exist to serve our customers"**

**Interior, Exterior & Cabinetry Painting  
Residential & Commercial**

**[info@woodiwisspainting.com](mailto:info@woodiwisspainting.com)**

**(925) 595-3081**

## TIM BARRY

217 Arlington Ave  
Kensington, CA  
94707

# YOU VALUE YOUR TIME & FAMILY SO YOU WANT TO HIRE THE BEST COMPANY FOR THE JOB.

WOODIWISS ISN'T JUST ANOTHER PAINTING COMPANY - WE ARE A CUSTOMER SERVICE COMPANY THAT PAINTS HOUSES. **WHAT'S IMPORTANT TO YOU IS IMPORTANT TO US** SO WE HIRE THE BEST PEOPLE, TRAIN THEM WELL, AND MAINTAIN QUALITY CONTROL AND **RESPONSIVE COMMUNICATION FROM START TO FINISH.**



| WOODIWISS PAINTING          | WOODIWISS DIFFERENCE              | TYPICAL PAINTING COMPANY    |
|-----------------------------|-----------------------------------|-----------------------------|
| 18+                         | YEARS IN BUSINESS                 | > 5                         |
| 10,000+                     | # OF PROJECTS COMPLETED           | > 250                       |
| 100+ YEARS                  | COMBINED PAINTING EXPERIENCE      | > 3 YEARS                   |
| ✓                           | SITE SUPERVISOR                   | ×                           |
| ✓                           | PROFESSIONAL PAINTING SPECIALISTS | ×                           |
| ✓                           | LOCAL CREWS                       | ×                           |
| ✓                           | FULL LIABILITY INSURANCE          | ×                           |
| ✓                           | WC COVERAGE                       | ×                           |
| ✓                           | COMPREHENSIVE PROJECT AUDIT       | ×                           |
| 4.9 ★★★★★ 97 Google reviews | ACTIVE GOOGLE PRESENCE            | 4.5 ★★★★★ 27 Google reviews |





# INTRODUCTION

Hi Tim,

Thank you for the opportunity to meet with you and learn more about how we can serve you. We are not just a painting company, we are a customer service company that happens to paint. What does that mean to you? It means that we focus on you, what you need, how we can best serve you to give you the paint job of your dreams. We like to make sure that we have all of the information we need to plan and execute your project so that your experience with our team is the best you have had with any home service company. We take the following steps to make sure that we get you what you are looking for.

## Planning your project

Once you approve the project, sign the contract and pay your deposit, our Project Manager will reach out to you within 24-48 hours to talk about next steps. They will go over the scope and details, get your set in our calendar, and connect you with our designer for a color consultation if that is needed. Your project manager will be the point of contact for the remainder of your project.

Once we have your paint colors from our designer or you have chosen them we will order the materials for your project so that we have everything on site the first day of the project so that we can complete your project without delay.

Our team will meet to go over all of the details to make sure that nothing gets missed and you get the outcome you are looking for.

On the first day of the project our team will show up on time, in our Woodiwiss uniforms, and ready to get started. Our Job Lead will introduce themselves to you and answer any questions you may have.

Periodically our team will stop by to check on the progress of the project, deliver materials, and check on quality control. You can always reach out to your Project Manager with any questions or for an update on status. They will make sure to update you with any changes due to weather or unforeseen circumstances that change any detail.

Once our team is all done our Project Manager will schedule a time to walk through the project with you for a final inspection. Once everything is complete, they will take care of any final payments, place the paint cans in your garage and make sure they are labeled for the future. They will also ask you for a review, and if you're not 5 star satisfied, please let them know what we can do to help, they will turn over heaven and earth to get you there!

As you can see we go to great lengths to make sure that your home looks beautiful for many years and that you receive the paint job of your dreams.

# INSPECTION



Includes painting the eaves and the conduits.



Includes adding/repairing caulking around windows and trim.



Includes option to paint shed as well. (only the two sides facing the property)



Includes painting eaves, window and door casings, and posts on building.  
Does not include roll up doors.





# EXTERIOR PAINTS



DESIGNED TO  
COMBINE  
QUALITY WITH  
SPEED AND  
EFFICIENCY



COMPLETE SYSTEM  
TO BEAUTIFY AND  
PROTECT WOOD  
DECKS, SIDING AND  
FURNITURE



RICH VIVID COLOR  
AND EXCEPTIONAL  
DURABILITY FOR  
EXTERIOR SIDING,  
TRIM AND DOORS



IDEAL FOR JOBS  
OF VARYING  
SCOPES AND  
BUDGETS





# 3 STEP

## COLOR CONSULTATION

**1**

### **YOUR DESIGNER CONTACTS YOU**

Communication is big for us, so we make sure we are easy to get a hold of. You can call, email, or text us any time. Your designer personally contacts you to ensure you are supported and informed from start to finish and every step in between.

**2**

### **YOUR DESIGNER COMES TO YOU**

Get your color consultation from the comfort of your own home. Your designer guides you through the color selection process to choose the perfect color so that you can feel the way you want to feel in your space & eliminate the guesswork.

**3**

### **GET YOUR DREAM PAINT JOB**

Yes, it's really that simple. Once you have completed your color consultation our project manager will take it from there so you don't need to stress or worry about what comes next. What's important to you is important to us.

# SCOPE AND MATERIAL RECOMMENDATIONS

## Exterior

### Scope

- Prepare and paint exterior of building.
- Includes
  - painting front and two sides of the building
    - eaves, conduits, doors, casings around windows and doors, hand rail, vents and posts.
  - option to paint the shed in the back, sides not facing a fence. includes doors.
  - option to paint the back of the firehouse.
- Does not include
  - painting roll up doors, painting more than one color or sheen, repairs.

## Materials to be Used

- Siding, eaves, window trim, and side doors - Benjamin Moore Regal Low Lustre

# DESCRIPTION OF WORK

## **Prepare Surfaces**

- Clean exterior of house to remove dirt, debris, and other surface contaminants.
- Caulk gaps and cracks, set nails, fill holes with epoxy and sand.
- Prime all surfaces with appropriate primer.
- Inspect all preparation work against our standards, repair any areas that do not meet the standard.
- Mask windows, doors, cover plants and cement/pavers.

## **Apply appropriate paint**

- Apply one coat of primer to siding, doors, trim, and eaves with airless sprayer and back brush as needed.
- Apply two coats of paint to siding, doors, trim, and eaves with airless sprayer and back brush as needed.

## **Inspect to ensure standards are met**

- Inspect all work done and touch up as needed.

## **Clean to our standards**

- Clean all paint related materials from space.
- Label paint cans and leave on site for future use.

## **Final walk-through with project manager.**



# WOODIWISS PAINTING

## 5 YEAR WORKMANSHIP WARRANTY

We use the highest quality paint, materials, and workmanship to protect your home for years to come. Your warranty starts upon completion of the painting project. If you notice any peeling paint, discoloration, cracking, blistering, bubbling, or loss of sheen, contact us. We would love to come out, inspect the areas in question, and come up with the best repair solution.

Our warranty covers defects due to materials or workmanship, excess wear due to usual or unusual weather conditions, and normal wear and tear. Our warranty does not cover abuse, problems caused by failure of a substrate, or a substrate being replaced by the homeowner or another contractor. Warranty does not cover exterior stained surfaces, walking surfaces, pergolas, arbors, fences, or decks.

If you believe you have a paint failure, call our team at (925) 595-3081, send us an email at [info@woodiwisspainting.com](mailto:info@woodiwisspainting.com), or contact us directly through our website at [www.woodiwisspainting.com](http://www.woodiwisspainting.com). Let our team know what the issue is (pictures are very helpful) and let us do the rest! We will come out to your home within two weeks, inspect the area, determine the best method of repair, and schedule for the repair to be taken care of promptly.

Thank you for trusting Woodiwiss Painting for all of your painting needs. We look forward to serving you for many years to come!



*Toby Woodiwiss*  
OWNER

# FRONT AND SIDES

| Description                                      | Line total            |            |
|--|-----------------------|------------|
| <b>Exterior of building</b>                      |                       |            |
| Paint exterior of building as described in scope | \$8,305.00            |            |
|  |                       |            |
|  | <b>Quote subtotal</b> | \$8,305.00 |
|  | <b>Total</b>          | \$8,305.00 |

**3% Discount will be applied if paid by check or cash.**

**\*This project can be completed in 5 business days.**

# BACK

| Description                                  | Line total |
|--|------------|
| <b>Exterior of building</b>                  |            |
| Paint back of building as described in scope | \$2,920.00 |
| <b>Quote subtotal</b>                        |            |
|  | \$2,920.00 |
| <b>Total</b>                                 |            |
|  | \$2,920.00 |



# SHED

| Description   | Line total |
|---|------------|
| <b>Exterior</b>   |            |
| Paint 2 sides of the shed as described in scope - all one color to match building | \$800.00   |
| <b>Quote subtotal</b>   | \$800.00   |
| <b>Total</b>  | \$800.00   |

# WOODIWISS PAINTING

## TERMS AND CONDITIONS

### Home Improvement

**"THREE-DAY" RIGHT TO CANCEL".** You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you receive a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

The Notice of Cancellation may be mailed to the Contractor at the following address:

Woodiwiss Painting  
171 Mayhew Way, Ste. 210  
Pleasant Hill, CA 94523

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for the performance of all obligations under the contract.

The law requires that the contractor give you a notice explaining your right to cancel. Initial in the space to the left if the contractor has given you a 'Notice of the Three-Day Right to Cancel'.

**START AND COMPLETION OF WORK.** The work to be performed under this Contract shall be commenced on approximately TBD, as long as contract is signed and returned to Contractor with deposit. Commencement of the project is defined by Woodiwiss Painting employees starting preparation of surfaces to be painted. Completion of work on approximately TBD.

**PERMISSIBLE DELAYS.** All efforts will be made to start a project on the approximate start date; however, due to delays in projects scheduled before that date, the actual start date may vary by up to 10 working days. The homeowner will have the start date updated three weeks prior to the start date and one week prior to the start date.

**EXTRA WORK.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**COMMERCIAL GENERAL LIABILITY INSURANCE.** Woodiwiss Painting carries commercial general liability insurance written by the Security National Insurance Company. You may call the CF&P Insurance Brokers at (925) 956-7700 to confirm coverage.

**WORKERS' COMPENSATION.** Woodiwiss Painting carries workers' compensation insurance for all employees written by CF&P Insurance Brokers. You may call the CF&P Insurance Brokers at (925) 956-7700 to confirm coverage.

# WOODIWISS PAINTING

## TERMS AND CONDITIONS

**RELEASE OF MECHANICS' LIENS.** Anyone who helps improve your property but who is not paid may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to inform you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or laborers working on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe."

**INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB).** CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has the authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising from any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: visit CSLB's Website at [www.cslb.ca.gov](http://www.cslb.ca.gov); call CSLB at 800-321-CSLB (2752); or write CSLB at P.O. Box 26000, Sacramento, CA 95826.

**ATTORNEY'S FEES.** If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

**You are entitled to a completely filled-in copy of this agreement, signed by both you and the contractor, before any work may be started.**

Woodiwiss Painting  
171 Mayhew Way, Ste. 210  
Pleasant Hill, CA 94523

# WOODIWISS PAINTING

## NOTICE OF CANCELLATION

You may cancel this transaction without penalty or obligation within three business days from signing the contract. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you make the goods available to the seller and the seller does not pick them up within 20 days of your notice of cancellation, you may retain or dispose of them without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Woodiwiss Painting  
171 Mayhew Way, Ste. 210  
Pleasant Hill, CA 94523



# AUTHORIZATION

- Front and Sides** \$8,305.00
- Back** \$2,920.00
- Shed** \$800.00

**Name:** Tim Barry  
**Address:** 217 Arlington Ave, Kensington, CA

A ten-percent (10%) or one-thousand dollars (\$1000.00) whichever is less is, non-refundable deposit is due upon acceptance of proposal. For projects under \$20,000.00 balance due upon completion of work. For projects over \$20,000.00, bi-weekly progress payments will be required according to percentage of work completed.

---

## Customer Comments / Notes

---

**Tim Barry:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This estimate includes all materials and labor to complete the work as described unless noted above. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Upon final payment to Woodiwiss Painting homeowner's property is guaranteed to be free of any liens.

## REPAINTING THE PSB

Item 9e on the June KFPD agenda was to discuss the possible repainting of the PSB. The meeting ended before a discussion took place. This is to provide some background and clarity to the purpose of a repainting.

Julie and I were appointed as an ad hoc committee to look at this, and I obtained a bid from a local painter. GM Tim Barry requested a color scheme from our project architect and several of those options were included in the June agenda with no estimate of cost or the primary purpose of repainting.

Several months ago, the neighbors of the house north of the PSB contacted us to express several concerns. First, when the PSB was remodeled the 400 sq. ft. of outside sitting area was enclosed which eliminated sunlight to the neighbor's house. Second, the PSB was repainted in a very dark color which further reduced light to their house. As stated in the attached letter from this neighbor, they are requesting that the PSB be repainted a lighter color.

We obtained a color scheme and a bid from Gate View Painting, a local painter who has painted other El Cerrito fire stations. This proposal is to paint the two sides and front, but not the back. This repainting will require a primer bonding coat and two finish coats. It will require scaffolds and take one week to complete. The labor and material costs are \$16,440.

When this was presented two months ago our GM, Tim Barry, requested getting a color scheme from our architect, Marjang. Marjang came back with several color concepts, copies attached, but no price. These colors consist of a white and a soft green, but will not blend that well with the bright red fire truck doors which cannot be repainted, only replaced.

It is therefore recommended that we either accept the bid from Gate View Painting for three sides, or ask him for a bid for just the side facing the adjacent house to the north. The start date would occur when the fire department occupied the PSB and painting would not interfere with operations.

Jim Watt

Subject: New paint color on the Public Safety Building (PSB)

To the KFPD Board of Directors,

No other property has been more impacted by the PSB renovation than our property, not only by the on going construction but more importantly by the enclosure of the deck. The original design was considerate to our house by reducing the bulk of the building as it met our property. This not only visually looked sensitive but it also let more light and sun to shine in our direction.

Now that the deck has been enclosed we have less light and sun shining on our property making the interior of our house darker. Adding insult to injury the new dark paint color has further reduced the light shining in our house. We didn't realize how much light was reflecting from the PSB wall facing our house until the color was changed.

I urge the KFPD Board to repaint the Building to a lighter color, the previous color was light and inviting, this current color is uninviting and makes the building heavier to the eye. When the copper fascia eventually turns a bronze color it will match the existing color which will make the building even heavier.

The Building needs a lighter color not only for our sake but for the perception of a welcoming public building.

Regards,  
The neighbors at 213 Arlington Ave.





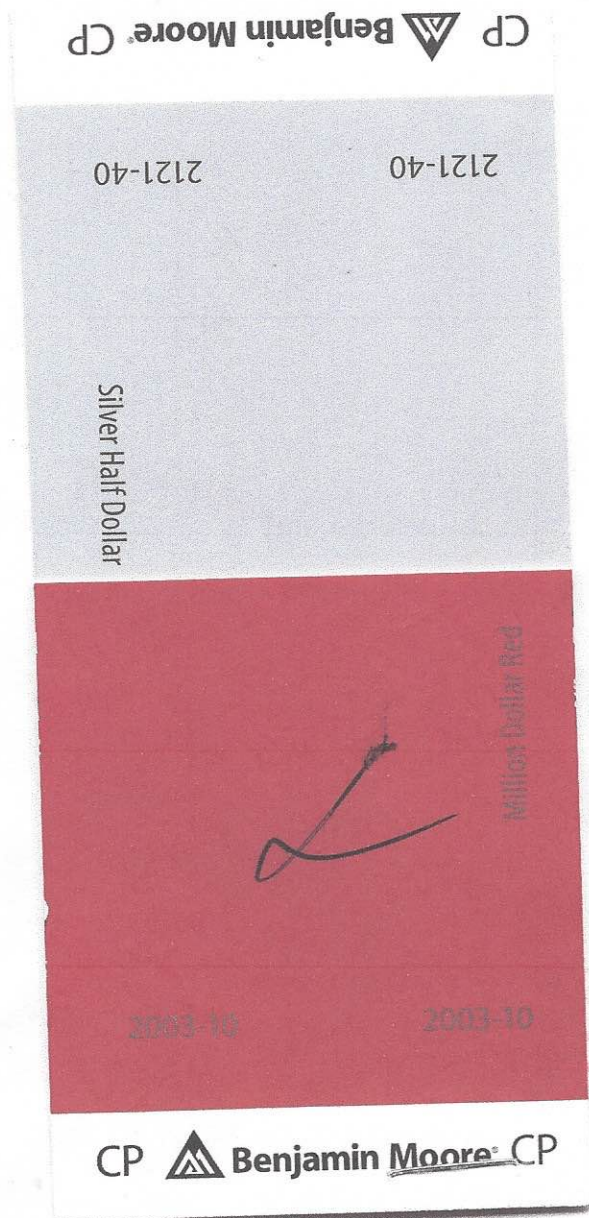




Approved: August 14, 2013



GRAY COLOR  
PRICE \$16440







**KENSINGTON  
PUBLIC SAFETY BUILDING**

**KENSINGTON PSB - COLOR SCHEME  
ORIGINAL COLORS  
6/3/2024**





**KENSINGTON  
PUBLIC SAFETY BUILDING**

KENSINGTON PSB - COLOR SCHEME  
ORIGINAL COLORS WITH RED DOORS  
6/3/2024





**KENSINGTON  
PUBLIC SAFETY BUILDING**

**KENSINGTON PSB - COLOR SCHEME  
COLOR SCHEME 1  
6/3/2024**





**KENSINGTON  
PUBLIC SAFETY BUILDING**

KENSINGTON PSB - COLOR SCHEME  
COLOR SCHEME 1 V2  
6/3/2024





**KENSINGTON  
PUBLIC SAFETY BUILDING**

KENSINGTON PSB - COLOR SCHEME  
COLOR SCHEME 2  
6/3/2024





**KENSINGTON  
PUBLIC SAFETY BUILDING**

**KENSINGTON PSB - COLOR SCHEME  
COLOR SCHEME 2 V2  
6/3/2024**





## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** September 18, 2024  
**TO:** Board of Directors  
**RE:** General Manager's Report  
**SUBMITTED BY:** Mary Morris-Mayorga, General Manager

---

For August and September, the District continues to advance initiatives which are highlighted here that are not otherwise covered under other agenda items. My timing this month was a bit limited due to my mother's final days and passing so I am working to catch up on some items.

### *Resolution of Neighbor Complaints of PSB Roof Stack Reflection*

Tim Barry is assisting with getting paint quotes for the roof stack. This was recommended by the design team as resolution of the reflection issues raised by neighbors along with some potential screening that is being researched and evaluated (this may have been included in the renovation plan). We will complete this within the existing PSB budget.

### *PSB Exterior Painting Quotes*

Painters who are quoting on the roof stack will also provide quotes for painting three or four sides of the building to bring back to the Board in October if not sooner.

### *General Manager Job Description, Goals, Performance Metrics, and Key Performance Indicators*

While the District worked with Brent Ives in the past on general manager recruitments, the District has not developed a job description for the position. In addition, development of goals, performance metrics, and key performance indicators is a recommended practice. I have a background in human resources so can develop these for Board feedback if that is acceptable to the Board.



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** September 18, 2024  
**TO:** Board of Directors  
**RE:** Public Safety Building Project Update  
**SUBMITTED BY:** Mary Morris-Mayorga, General Manager

### Recommended Action

For information only, no action is requested at this time.

### Background

With the renovation construction completed, the District has met the lease financing requirement that the building is available for use and occupancy. Now the team has been focused on the remaining items which need to be in place prior to the official transition from the temporary station to the newly renovated Public Safety Building. The furniture order is in progress and we are waiting for the delivery timing estimate which will be about two weeks for most items with about four weeks for beds (bed frames from the temporary station will be utilized to bridge the gap in time of delivery). We are coordinating a final deep clean prior to move in ~ the last week of September. Communication issues were identified with the backup cellular which was planned through AT&T for the fire station alerting system and elevator call button. This has taken a great deal of time and patience in working with AT&T and the team to resolve; however, StarLink is now being evaluated as an alternative. The elevator will not be used until this is resolved.

On Tuesday, September 10<sup>th</sup>, we discovered a problem with the Apparatus Bays when the fire department drove the engines into the PSB and they will not fit fully with the doors down. This is due to ceiling mounted heaters, a pipe, and elbow support brackets for pipes that are in the way, and the cages for turnouts are also in the way of access to the back of the engines. The design team has recommended repositioning the heaters and meeting at the PSB on Friday, September 13<sup>th</sup> to remove the heaters and are working on additional minor modifications that will fully resolve this.

On a positive note, the District has moved fully out of storage, so we are now in the process of evaluating items for use or disposal depending upon their condition and planning for scanning old files in place of maintaining file cabinets. Once we identify the transfer date from the temporary station to the PSB, we can plan for the temporary station decommission. The Unitarian Universalist Church of Berkeley has expressed interest in the modular (which they would coordinate with Pacific Mobile Structures) and carport which I am working to get a cost for so that I can provide this as an option to simply removing the structure.

### Fiscal Impact

An update on the project budget versus expended is included below, including change orders.

|                                       | Project<br>Budget<br><i>(6/19/2024)</i> | Change<br>Orders/<br>Additional<br>Services | Including<br>Change<br>Orders | Expended<br>8/31/2024 | Remaining<br>Budget |                        |
|---------------------------------------|---|---|-------------------------------|-----------------------|---------------------|------------------------|
| <u>Public Safety Building:</u>        |   |   |                               |                       |                     |                        |
| Construction - CWS                    | \$ 6,217,541                            | \$ 185,432                                  | \$ 6,402,973                  | \$ 6,064,709          | \$ 338,264          |                        |
| Construction - District direct costs  | 191,828                                 |   |                               | 171,976               | 19,852              |                        |
| PSB Renovation Design/Engineering     | 822,740                                 |   |                               | 755,383 *             | 67,357              | reconciled to invoices |
| Permits/Inspection/Testing            | 141,017                                 |   |                               | 124,288               | 16,730              |                        |
| Construction/Project Management       | 488,047                                 |   |                               | 466,222               | 21,825              |                        |
| Furniture, Fixtures, and Equipment    | 135,000                                 |   |                               | 1,070                 | 133,930             |                        |
| Legal Counsel                         | 130,000                                 |   |                               | 64,264                | 65,736              |                        |
| <u>Temporary Fire Station:</u>        |   |   |                               |                       |                     |                        |
| Construction Cost                     | 598,289                                 |   |                               | 598,289               | 0                   |                        |
| Design/Engineering/Project Management | 107,573                                 |   |                               | 80,116                | 27,457              |                        |
| Relocation                            | 221,566                                 |   |                               | 217,212               | 4,353               |                        |
| Sub-Total:                            | <u>\$ 9,053,601</u>                     | <u>\$ 185,432</u>                           | <u>\$ 6,402,973</u>           | <u>\$ 8,543,528</u>   | <u>\$ 695,505</u>   |                        |
| Project Contingency Allowance         | 300,000                                 | (185,432)                                   | (6,402,973)                   | -                     | 114,568             |                        |
| Total Project Budget                  | <u>\$ 9,353,601</u>                     | <u>\$ -</u>                                 | <u>\$ -</u>                   | <u>\$ 8,543,528</u>   | <u>\$ 810,073</u>   |                        |



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** September 18, 2024  
**TO:** Board of Directors  
**RE:** Emergency Preparedness Committee Meeting - 8/22/24  
**SUBMITTED BY:** Mary A. Morris-Mayorga, General Manager

---

### **Recommended Action**

For information only, no action is required.

### **Background**

The Emergency Preparedness Committee met on August 22, 2024 and discussed the following topics:

- Discussion and recommendation to the Board of action KFPD could take towards implementing the parking changes requested by residents
- Contra Costa County's reported response to Grand Jury Report

### **Fiscal Impact**

There is no fiscal impact identified at this time.





## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** September 18, 2024  
**TO:** Board of Directors  
**RE:** Finance Committee Report  
**SUBMITTED BY:** Mary A. Morris-Mayorga, General Manager

---

### Recommended Action

This item is provided for information only with no action requested.

### Background

The Finance Committee met on August 27, 2024 with the agenda item list included below along with a summary of that item:

#### FY 2024-25 City of El Cerrito Contract Fee Schedule

This is covered in Item 09a on the Board of Directors Meeting agenda of September 18, 2024.

#### Reserves Funding

This is covered in Item 09a on the Board of Directors Meeting agenda of September 18, 2024.

#### FY 2024-2025 Final Budget

This is covered in Item 09a on the Board of Directors Meeting agenda of September 18, 2024.

### Fiscal Impact

The Fiscal Year 2024-25 Budget contains the financial impacts of these items as appropriate.